

CAESAR RODNEY SCHOOL DISTRICT

SPECIFICATIONS
FOR

Caesar Rodney High School
ADA Improvements

In
Camden-Wyoming,
Delaware

PREPARED
BY

StudioJAED Architects & Engineers

ISSUED FOR: CONSTRUCTION

January 24, 2017

SEALS PAGE

Architecture:

Philip R. Conte, AIA, NCARB

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INVITATION TO BID

Sealed bids for **Contract No. SRS-17002-CRHSOCR – Caesar Rodney School District – Caesar Rodney High School, ADA Improvements**, will be received by the Caesar Rodney School District, Facilities Management, 7 Front Street, Wyoming, DE 19934 until 2:30 p.m. local time on Thursday, April 13, 2017 at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves the following at Caesar Rodney School District – Caesar Rodney High School – ADA Improvements to include but not limited to bathroom improvements, various handrail modifications, casework modifications and sidewalk modifications.

A **MANDATORY** Pre-Bid Meeting will be held on Wednesday, March 29, 2017 at 3:15 p.m. at **Caesar Rodney High School Lobby/Office, 239 Old North Road, Camden, Delaware 19934** for the purpose of establishing the list of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

**Sealed bids shall be addressed to Caesar Rodney School District, Facilities Management, 7 Front Street, Wyoming, DE 19934. The outer envelope should clearly indicate: “CONTRACT NO. SRS-17002-CRHSOCR - Caesar Rodney School District – Caesar Rodney High School – ADA Improvements.
— SEALED BID – DO NOT OPEN.”**

Contract documents may be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE 19720, upon receipt of \$75.00 per set/non-refundable. Electronic contract documents may also be purchased upon receipt of \$50.00 per set/non-refundable. Checks are to be made payable to “StudioJAED.” Drawings will be available after March 24, 2017.

Construction documents will be available for review at the following locations:
StudioJAED Office.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days' notice by certified delivery, facsimile machine or other electronic means to the bidders receiving plans.

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.
- 3.3 SUBSTITUTIONS
- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 ADDENDA
- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.'
- 4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects."

"Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.5.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a

modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

For Bids Due: _____ (DATE) **To:** _____ Caesar Rodney School District

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ _____
(\$ _____)

The following allowance is set aside for unpredicted scope on the project, to be verified and billed as the project conditions dictate:

ALLOWANCE #1: \$20,000

BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ By: _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Affidavit(s) of Employee Drug Testing Program
Bid Security
Copy of Business License
(Others as Required by Project Manuals)

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is **required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work**. This form must be filled out completely with no additions or deletions. **Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.**

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. CONCRETE			
2. CARPENTRY			
3. PLUMBING			

BID FORM
NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (*to the Office of Management and Budget, Division of Facilities Management*).

All the terms and conditions of (*Project or Contract Number*) have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

Caesar Rodney School District
Caesar Rodney High School ADA Improvements

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____ and State of _____
_____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the
State in the sum of _____ Dollars (\$ _____
_____), or _____ percent not to exceed _____
Dollars (\$ _____) of amount of bid on Contract No. _____
_____, to be paid to the **State** for the use and benefit of State of Delaware Office of Management and
Budget for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** who has
submitted to the State of Delaware Office of Management and Budget a certain proposal to enter into this contract for
the furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said **Principal**
shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved
by the State of Delaware Office of Management and Budget this Contract to be entered into within twenty days after the
date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be
void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Corporate
Seal
Attest _____

By:

Name of Bidder (Organization)

Authorized Signature

Title

Name of Surety

Witness: _____

By:

Title

END OF SECTION

CONTRACT FOR CONSTRUCTION A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Constructor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF SECTION

STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND CONTRACTOR

The Standard Form of Agreement Between Owner and Contractor are as stated in the American Institute of Architects Document AIA A101 (2007 Edition) entitled Standard Form of Agreement Between Owner and Contractor and is part of this project manual as if herein written in full.

END OF SECTION

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

| sample

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)

Init.

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:18:30 on 06/11/2013.

PAGE 1

sample

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:18:30 on 06/11/2013 under Order No. 9845624938_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Caesar Rodney School District
Caesar Rodney High School ADA Improvements

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (**"Principal"**), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (**"Surety"**), are held and firmly bound unto the State of Delaware Office of Management and Budget(**"Owner"**), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Caesar Rodney School Caesar Rodney High School dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

_____	By: _____(SEAL)
Name:	Name:
(Corporate Seal)	Title:

SURETY

Name: _____

Witness or Attest: Address: _____

_____	By: _____(SEAL)
Name:	Name:
(Corporate Seal)	Title:

END OF SECTION

Caesar Rodney School District
Caesar Rodney High School ADA Improvements

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the State of Delaware Office of Management and Budget (“**Owner**”), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Caesar Rodney School District, Caesar Rodney High School dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**. **Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

END OF SECTION

APPLICATION AND CERTIFICATE FOR PAYMENT FORMS G702-1992 & G703-1992

The application and certificate for payment forms to be utilized on this project shall be the "Application and Certificate for Payment Forms" AIA G702-1992 and AIA G703-1992.

Application and Certificate for Payment

TO OWNER: PROJECT: sample
APPLICATION NO: 001
PERIOD TO: OWNER: ☐
CONTRACTOR: FROM VIA ARCHITECT: ☐
CONTRACTOR: CONTRACTOR: ☐
CONTRACT DATE: / / CONTRACTOR: ☐
PROJECT NOS: / / FIELD: ☐
OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 0.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: _____ Date: _____
State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

AIA[®] Document G703[™] – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	GRAND TOTAL								

GENERAL CONDITIONS

TO THE

CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

sample

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Additions and Deletions Report for **AIA® Document A201™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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sample

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:26:43 on 06/11/2013 under Order No. 9845624938_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor's completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.

3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the second sentence of the paragraph, insert "indemnify" between "shall" and "hold".

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 "and in compliance with all local requirements." to the end of the sentence

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

- 9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

- 9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

- 9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 in its entirety and replace with the following:

11.3 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

13.6 INTEREST

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located." Insert "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

- 13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

ARTICLE 15: CLAIMS AND DISPUTES

- 15.1.2 Throughout the Paragraph strike "21" and insert "45".

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

- 15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

- 15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

- 15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SECTION

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.58	27.81	40.47
BOILERMAKERS	67.59	34.29	50.41
BRICKLAYERS	50.49	50.49	50.49
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	70.82	30.05	21.89
ELECTRICAL LINE WORKERS	44.90	38.50	29.36
ELECTRICIANS	65.10	65.10	65.10
ELEVATOR CONSTRUCTORS	83.06	63.69	31.54
GLAZIERS	69.30	69.30	55.95
INSULATORS	54.38	54.38	54.38
IRON WORKERS	61.20	61.20	61.20
LABORERS	43.60	43.60	43.60
MILLWRIGHTS	66.83	66.83	53.40
PAINTERS	46.72	46.72	46.72
PILEDRIERS	72.97	38.86	31.43
PLASTERERS	29.47	29.47	21.84
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	50.85	55.34
POWER EQUIPMENT OPERATORS	61.36	61.36	43.28
ROOFERS-COMPOSITION	23.49	23.40	20.87
ROOFERS-SHINGLE/SLATE/TILE	18.16	18.07	16.98
SHEET METAL WORKERS	65.14	65.14	65.14
SOFT FLOOR LAYERS	49.77	49.77	49.77
SPRINKLER FITTERS	54.57	54.57	54.57
TERRAZZO/MARBLE/TILE FNRS	55.72	55.72	46.92
TERRAZZO/MARBLE/TILE STRS	63.98	63.98	54.33
TRUCK DRIVERS	28.39	27.10	20.68

CERTIFIED: 4/20/17

BY: 
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 15016 15016 Caesar Rodney High School OCR/ADA Renovations, Kent County

GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
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5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

- 3.13 During the contract Work, the Contractor and each listed Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104-“Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects”. “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

- 4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
 - A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.
- 5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project

shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$500,000	for each occurrence
	\$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$500,000	for each occurrence
	\$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as

they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: New Elevator Installation – Floyd I. Hudson State Service .
- B. Caesar Rodney School District's Name: State of Delaware Division of Health and Social Services.
- C. The Project consists of the construction of a new elevator.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Section 052 13.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is shown on drawings.
- C. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- D. HVAC: Alter existing system and add new construction, keeping existing in operation.
- E. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- F. Fire Suppression Sprinklers: Alter existing system and add new construction, keeping existing in operation.
- G. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY

- A. Caesar Rodney School District intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Cooperate with Caesar Rodney School District to minimize conflict and to facilitate Caesar Rodney School District's operations.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 - 1. Caesar Rodney School District occupancy.
- B. Provide access to and from site as required by law and by Caesar Rodney School District:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Caesar Rodney School District and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to StudioJAED for approval.
- B. Forms filled out by hand will not be accepted.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to StudioJAED for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit three copies of each Application for Payment.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, StudioJAED will issue instructions directly to Contractor.
- B. For other required changes, StudioJAED will issue a document signed by Caesar Rodney School District instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, StudioJAED will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: StudioJAED will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 21 00
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contingency allowance.

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. The following allowance is set aside for unpredicted scope on the project, to be verified and billed as the project conditions dictate: Sum of \$10,000

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Caesar Rodney School District will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Caesar Rodney School District.
 - 2. StudioJAED.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Caesar Rodney School District-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, OMB and StudioJAED.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to StudioJAED, Caesar Rodney School District, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Caesar Rodney School District will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Caesar Rodney School District.
 - 3. StudioJAED.
 - 4. Contractor's Superintendent.
 - 5. Contractor's Project Manager.
 - 6. Major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Caesar Rodney School District and Contractor.
 - 2. Caesar Rodney School District's requirements and occupancy prior to completion.
 - 3. Construction facilities and controls provided by Contractor and Owner.

4. Security and housekeeping procedures.
 5. Schedules.
 6. Application for payment procedures.
 7. Procedures for maintaining record documents.
 8. Requirements for start-up of equipment.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to StudioJAED, Caesar Rodney School District, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Caesar Rodney School District, and StudioJAED, as appropriate to agenda topics for each meeting.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to StudioJAED, Caesar Rodney School District, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to StudioJAED for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.

- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for StudioJAED's knowledge as contract administrator or for Caesar Rodney School District. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Caesar Rodney School District's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by StudioJAED.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by StudioJAED.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and StudioJAED review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.

- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

END OF SECTION

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Number of employees who worked on the jobsite during the report period: _____

Number of employees subject to random testing during the report period: _____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

Action taken on employee in response to a positive test result:

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

SECTION 01 35 53
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECURITY PROGRAM

- A. Protect Work, existing premises and Caesar Rodney School District's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program at project mobilization.
- C. Maintain program throughout construction period until Caesar Rodney School District acceptance precludes the need for Contractor security.

1.02 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.

1.03 PERSONNEL IDENTIFICATION

- A. Provide identification badge to each person authorized to enter premises.
- B. Badge To Include: Personal photograph, name, assigned number, expiration date and employer.
- C. Require return of badges at expiration of their employment on the Work.

1.04 RESTRICTIONS

- A. Do not allow cameras on site or photographs taken except by written approval of Caesar Rodney School District.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control of installation.
- B. Tolerances.
- C. Testing and inspection services.
- D. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Section 01 42 16 - Definitions.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from StudioJAED before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from StudioJAED before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.03 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by StudioJAED.
- C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

2.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and operation as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of StudioJAED, it is not practical to remove and replace the Work, StudioJAED will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 42 16

DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Provide: To furnish and install.
- E. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Security requirements.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.

1.02 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.03 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- C. Traffic Controls: Coordinate with the Owner.

1.04 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Caesar Rodney School District-occupied areas, to prevent penetration of dust and moisture into Caesar Rodney School District-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.05 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Caesar Rodney School District's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Caesar Rodney School District's security program.

1.06 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Caesar Rodney School District.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Parking is limited in this area. Parking will be coordinated by the contractor and will be off-site.

1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site daily.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.08 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
 - 3. Have a published GreenScreen Chemical Hazard Analysis.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Caesar Rodney School District.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

- D. Substitution Submittal Procedure:
1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 3. The StudioJAED will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 61 16

VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

1.03 DEFINITIONS

- A. Interior of Building: Anywhere inside the exterior weather barrier.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

PART 2 PRODUCTS

2.01 MATERIALS

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Caesar Rodney School District reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Caesar Rodney School District.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Cleaning and protection.
- D. Starting of systems and equipment.
- E. Demonstration and instruction of Caesar Rodney School District personnel.
- F. Closeout procedures, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 07 84 00 - Firestopping.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Caesar Rodney School District or separate Contractor.

1.04 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.05 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.

- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.03 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.

2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- I. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.04 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.05 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.06 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.07 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Caesar Rodney School District personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93.

3.09 FINAL CLEANING

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean debris from roofs, gutters, downspouts, and drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify StudioJAED when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for StudioJAED's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Caesar Rodney School District-occupied areas.
- E. Notify StudioJAED when work is considered finally complete.
- F. Complete items of work determined by StudioJAED's final inspection.
- G. Provide completed documentation as follows:
 - 1. Consent to Surety of Final Payment
 - 2. Certificate of Substantial Completion
 - 3. Contractor Satisfaction of Debt and Claims
 - 4. Release of Liens for the Contractor, his Subcontractors, and his Suppliers

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Caesar Rodney School District.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Caesar Rodney School District requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. This project is dependent on diversion of 75 percent, by weight, of potential landfill trash/waste by recycling and/or salvage.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: List of items to be salvaged from the existing building for relocation in project or for Caesar Rodney School District.
- B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- E. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Caesar Rodney School District.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.

- d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
- 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
- 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

- A. See Section 01 60 00 - Product Requirements for substitution submission procedures.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Caesar Rodney School District, and StudioJAED.
- B. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- C. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-construction meeting.
 - 2. Regular job-site meetings.
- D. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

- E. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- G. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to StudioJAED with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Caesar Rodney School District, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with StudioJAED comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Caesar Rodney School District's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Caesar Rodney School District.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings : Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.
2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Caesar Rodney School District's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.
- B. Legal disposal of demolished items.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 - Summary: Sequencing and staging requirements.
- C. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2009.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 PROJECT CONDITIONS

- A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

PART 3 EXECUTION

2.01 SCOPE

- A. As indicated on Drawings and herein specified.
- B. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 70 00 Execution and Closeout Requirements.
- B. Comply with applicable codes and regulations for demolition operations and safety of the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary dust proof partitions/wall assembly barriers and security devices.
 - 4. Use adequate physical barriers and wall assemblies to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent construction and occupants.
 - 6. Do not close or obstruct means of egress corridors, roadways or sidewalks without permit.

7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. If hazardous materials are discovered during removal operations, stop work and notify StudioJAED and Caesar Rodney School District; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without permission from the Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without permission from the Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary. Call "Miss Utility" (1-800-257-7777) at least 48 hours prior to starting work.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

2.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as shown.
 2. Report discrepancies to StudioJAED before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 1. Provide, erect, and maintain temporary dustproof partitions and wall assemblies during demolition and construction.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
 1. At areas of demolition and transition, remove materials and finishes including, but not limited to, rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings and notes.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.

3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removal neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.
 5. Patch to match existing at areas of transition and demolition unless noted and/or scheduled otherwise.

2.05 EXISTING SITE IMPROVEMENTS DEMOLITION

- A. Existing Subsurface Conditions: Verify existing pavement materials and respective thicknesses during pre-bid inspection. Obtain written authorization from the Owner before conducting test hole explorations of existing pavements within the project site. Conditions existing during prebid inspections will not be altered or modified.
- B. Existing Pavements: Demolish existing pavements to limits indicated. Neatly cut existing bituminous concrete pavement to straight, smooth and sharp edges perpendicular to pavement surface.
- C. Existing Walks: Demolish existing walks to the nearest joint to limits indicated on the contract documents.
- D. Existing Curbing: Demolish existing curbing to the nearest joint to limits indicated on the contract documents.
- E. Miscellaneous: Demolish additional miscellaneous existing site improvements indicated, specified and required to construct project.

2.06 EXISTING UNDERGROUND UTILITY DEMOLITION

- A. Excavate and expose existing underground utilities and related structures designated for, or as required to implement, removals. Remove existing utility structure castings. Backfill excavations, upon completion of utility demolition operations.

2.07 REMOVE DEBRIS, AND TRASH FROM SITE.

- A. Remove from site all materials not to be reused on site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.
- D. See Section 01 74 19 Construction Waste Management and Disposal.

END OF SECTION

SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formwork for cast-in place concrete, with shoring, bracing and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

1.02 RELATED REQUIREMENTS

- A. Section 03 20 00 - Concrete Reinforcing.

1.03 REFERENCE STANDARDS

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; 2010.
- B. ACI 347 - Guide to Formwork for Concrete; American Concrete Institute; 2004.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- D. PS 1 - Structural Plywood; 2009.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 347, ACI 301, and ACI 318.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver prefabricated forms and installation instructions in manufacturer's packaging.
- B. Store prefabricated forms off ground in ventilated and protected manner to prevent deterioration from moisture.

PART 2 PRODUCTS

2.01 FORMWORK - GENERAL

- A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.
- B. Design and construct to provide resultant concrete that conforms to design with respect to shape, lines, and dimensions.

2.02 WOOD FORM MATERIALS

- A. Softwood Plywood: PS 1, B-B High Density Concrete Form Overlay, Class I.
- B. Lumber: HEM-FIR species; #2 grade; with grade stamp clearly visible.

2.03 REMOVABLE PREFABRICATED FORMS

- A. Preformed Steel Forms: Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

2.04 FORMWORK ACCESSORIES

- A. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.

- B. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 ERECTION - FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members that are not indicated on drawings.
- F. Provide fillet strips on external corners of beams, joists, and columns.
- G. Install void forms in accordance with manufacturer's recommendations. Protect forms from moisture or crushing.
- H. Coordinate this section with other sections of work that require attachment of components to formwork.
- I. If formwork is placed after reinforcement, resulting in insufficient concrete cover over reinforcement, request instructions from StudioJAED before proceeding.

3.03 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

3.04 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items that will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.
- D. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.05 FIELD QUALITY CONTROL

- A. Do not reuse wood formwork more than 2 times for concrete surfaces to be exposed to view. Do not patch formwork.

3.06 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories.

1.03 REFERENCE STANDARDS

- A. ACI SP-66 - ACI Detailing Manual; American Concrete Institute International; 2004.
- B. ASTM A185/A185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2007.
- C. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2013.
- D. CRSI (DA4) - Manual of Standard Practice; Concrete Reinforcing Steel Institute; 2009.

1.04 SUBMITTALS

See Section 01 30 00 - Administrative Requirements, for submittal procedures.

- A. Manufacturer's Certificate: Certify that reinforcing steel and accessories, products supplied for this project meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301.
 - 1. Maintain one copy of each document on project site.
- B. Provide StudioJAED with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection.
- C. Welders' Certificates: Submit certifications for welders employed on the project, verifying AWS qualification within the previous 12 months.

PART 2 PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 - 60,000 psi.
 - 1. Plain billet-steel bars.
- B. Stirrup Steel: ASTM A1064/A1064M steel wire, unfinished.
- C. Steel Welded Wire Reinforcement: Galvanized ASTM A 185/A 185M, plain type.
 - 1. Flat Sheets.
 - 2. Mesh Size: 6 x 6.
 - 3. Wire Gage: 10 /10.
 - 4. Mesh Size and Wire Gage: As indicated on drawings.
- D. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
 - 3. Provide galvanized components for placement within 1-1/2 inches of weathering surfaces.

2.02 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.

- B. Locate reinforcing splices not indicated on drawings at point of minimum stress.
 - 1. Review locations of splices with StudioJAED.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Accommodate placement of formed openings.
- C. Conform to applicable code for concrete cover over reinforcement.

3.02 FIELD QUALITY CONTROL

- A. Inspect installed reinforcement for conformance to contract documents before concrete placement.

END OF SECTION

SECTION 04 05 11
MASONRY MORTARING AND GROUTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mortar for unit masonry.

1.02 RELATED REQUIREMENTS

- A. Section 04 20 00 - Unit Masonry: Installation of mortar and grout.

1.03 REFERENCE STANDARDS

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International; 2011.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; American Concrete Institute International; 2008.
- C. ASTM C5 - Standard Specification for Quicklime for Structural Purposes; 2010.
- D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2012.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2011.
- F. ASTM C150/C150M - Standard Specification for Portland Cement; 2012.
- G. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2006 (Reapproved 2011).
- H. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2012.
- I. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2011.
- J. ASTM C476 - Standard Specification for Grout for Masonry; 2010.
- K. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2012.
- L. ASTM C1019 - Standard Test Method for Sampling and Testing Grout; 2011.
- M. ASTM C1072 - Standard Test Method for Measurement of Masonry Flexural Bond Strength; 2011.
- N. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms; 2011a.
- O. ASTM E518 - Standard Test Methods for Flexural Bond Strength of Masonry; 2010.
- P. IMIAWC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- Q. IMIAWC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

1.04 SUBMITTALS

- A. Product Data: Include design mix based on the Proportion specification of ASTM C 270 is to be used.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

1.07 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 MORTAR AND GROUT APPLICATIONS

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.

2.02 MATERIALS

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
 - 1. Color: Standard gray.
- B. Packaged Dry Material for Grout for Masonry: Premixed cementitious materials and dried aggregates; capable of producing grout of the specified strength in accordance with ASTM C476 with the addition of water only.
- C. Portland Cement: ASTM C150.
 - 1. Type: Type I - Normal.
 - 2. Color: Standard gray.
- D. Masonry Cement: ASTM C91.
 - 1. Type: Type N.
- E. Portland Cement: ASTM C 150, Type I - Normal; color as required to produce approved color sample. Color must match existing building mortar color.
- F. Hydrated Lime: ASTM C207, Type S.
- G. Quicklime: ASTM C5, non-hydraulic type.
- H. Mortar Aggregate: ASTM C144.
- I. Grout Aggregate: ASTM C404.
- J. Water: Clean and potable.
- K. Accelerating Admixture: Nonchloride type for use in cold weather.

2.03 MORTAR MIXES

- A. Mortar for Unit Masonry: ASTM C270, Proportion Specification.
 - 1. Interior, loadbearing masonry: Type S.
 - 2. Interior, non-loadbearing masonry: Type N.

2.04 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. If water is lost by evaporation, re-temper only within two hours of mixing.
- D. Use mortar within two hours after mixing at temperatures of 90 degrees F, or two-and-one-half hours at temperatures under 40 degrees F.

2.05 GROUT MIXING

- A. Mix grout in accordance with ASTM C94/C94M.
- B. Add admixtures in accordance with manufacturer's instructions; mix uniformly.

PART 3 EXECUTION

3.01 PREPARATION

- A. Apply bonding agent to existing Masonry surfaces.
- B. Plug clean-out holes for grouted masonry with block masonry units. Brace masonry to resist wet grout pressure.

3.02 INSTALLATION

- A. Install mortar and grout to requirements of section(s) in which masonry is specified.
- B. Work grout into masonry cores and cavities to eliminate voids.
- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

3.03 GROUTING

- A. Perform all grouting by means of low-lift technique. Do not employ high-lift grouting.
- B. Low-Lift Grouting:
 - 1. Limit height of pours to 16 inches.
 - 2. Limit height of masonry to 16 inches above each pour.
 - 3. Pour grout only after vertical reinforcing is in place; place horizontal reinforcing as grout is poured. Prevent displacement of bars as grout is poured.
 - 4. Place grout for each pour continuously and consolidate immediately; do not interrupt pours for more than 1-1/2 hours.

END OF SECTION

SECTION 04 20 00
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete Block.

1.02 RELATED REQUIREMENTS

- A. Section 04 05 11 - Masonry Mortaring and Grouting.
- B. Section 07 90 05 - Joint Sealers: Backing rod and sealant at control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International; 2011.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification For Masonry Structures; American Concrete Institute International; 2008.
- C. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2012.
- D. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 2011.
- E. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units; 2012.
- F. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2011.
- G. ASTM C150/C150M - Standard Specification for Portland Cement; 2012.
- H. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2006 (Reapproved 2011).
- I. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2012.
- J. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2011.
- K. ASTM C476 - Standard Specification for Grout for Masonry; 2010.
- L. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2012.
- M. IMIAWC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

1.04 SUBMITTALS

- A. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- B. Samples: Submit four samples of concrete block units to illustrate color, texture, and extremes of color range.
- C. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.
 - 1. Maintain one copy of each document on project site.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depth of 2, 4, 6, 8 inches, 10, 12, and 14 inches.

2.02 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers of Joint Reinforcement and Anchors:
 - 1. Dur-O-Wal: www.dur-o-wal.com.
 - 2. Hohmann & Barnard, Inc: www.h-b.com.
 - 3. WIRE-BOND: www.wirebond.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Single Wythe Joint Reinforcement: Truss or Ladder type; ASTM A 82/A 82M steel wire, hot dip galvanized after fabrication to ASTM A 153/A 153M, Class B-2; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.

2.03 ACCESSORIES

- A. Preformed Control Joints: Rubber or neoprene material.
 - 1. Manufacturers:
 - a. Dur-O-Wal: www.dur-o-wal.com.
 - b. Hohmann & Barnard, Inc (including Dur-O-Wal brand); Product RS or VS: www.h-b.com.
 - c. WIRE-BOND: www.wirebond.com.
- B. Joint Filler: Closed cell polyethylene; polyurethane or rubber oversized 50 percent to joint width; self expanding; 1 inch wide design width x by maximum lengths available.
 - 1. Manufacturers:
 - a. Dur-O-Wal; Product Mortar Net: www.dur-o-wal.com.
 - b. Hohmann & Barnard, Inc (including Dur -O-Wal brand); Product P.E. Foam Expansion unit fuller: www.h-b.com.
- C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.04 MORTAR AND GROUT MIXES

- A. Mortar and Grout mixes as specified in Section 04 05 11.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of items supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.

3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Running; Match existing brand.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches.
 - 3. Mortar Joints: Concave struck or to match existing.

3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- H. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- I. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

3.06 REINFORCEMENT AND ANCHORAGE - GENERAL

- A. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 16 inches horizontally and 16 inches vertically.

3.07 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control and expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- C. Form expansion joint as detailed.

3.08 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames, fabricated metal frames, and boxes and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
 - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

3.09 TOLERANCES

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft.
- C. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 20ft.
- E. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- F. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

3.10 CUTTING AND FITTING

- A. Cut and fit for chases, pipes, conduit, and sleeves. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.11 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.12 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION

SECTION 05 50 00
METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.
- B. Structural supports for miscellaneous attachments
- C. Loose base plates and anchors for structural steel

1.02 RELATED REQUIREMENTS

- A. Section 09 90 00 - Painting and Coating: Paint finish.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association; 2012.
- B. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels; 2013.
- C. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels; 2013.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- F. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2013.
- G. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- H. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2013.
- I. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2014.
- J. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2014.
- K. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- L. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- M. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; American Welding Society; 2012.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2011 w/Errata.
- O. SSPC-Paint 15 - Steel Joist Shop Primer; Society for Protective Coatings; 1999 (Ed. 2004).
- P. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); Society for Protective Coatings; 2002 (Ed. 2004).
- Q. SSPC-SP 2 - Hand Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

1.05 QUALITY ASSURANCE

- A. Design under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State in which the Project is located.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M; or ASTM A 572 / A 572M Grade 50.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283; or A 36.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black and hot-dip galvanized finish, as indicated. All exterior fabrications to be hot-dip galvanized.
- E. Bolts, Nuts, and Washers: ASTM A325 (ASTM A325M), Type 1, galvanized to ASTM A153/A153M where connecting galvanized components.
- F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- G. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by intermittent welds and plastic filler at interior; or continuous welds at exterior.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

- A. Structural steel sections and tubes for shelving support: As detailed; prime paint.
- B. Structural supports for miscellaneous attachments: As detailed; prime paint.
- C. Loose base plates and anchors for structural steel : As detailed; prime paint.

2.04 FINISHES - STEEL

- A. Prime paint all steel items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: Two coats.

2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.

- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal and aluminum, where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on drawings and on shop drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

SECTION 05 52 13
PIPE AND TUBE RAILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Stair railings and guardrails.
- B. Free-standing railings at ramp.

1.02 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association; 2012.
- B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2012.
- D. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a.
- E. ASTM B241/B241M - Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube; 2012.
- F. ASTM B429/B429M - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube; 2010.
- G. ASTM B483/B483M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Tubes and Pipe for General Purpose Applications; 2013.
- H. ASTM E985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings; 2000 (Reapproved 2006).

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Handrails and Railings:
 - 1. C. R. Laurence Co., Inc; : www.crlaurence.com.
 - 2. KaneSterling: www.sterlingdula.com.
 - 3. The Wagner Companies: www.wagnercompanies.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of ASTM E985 and applicable local code.
- B. Allow for expansion and contraction of members and building movement without damage to connections or members.
- C. Dimensions: See drawings for configurations and heights.
- D. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
 - 1. For anchorage to concrete, provide inserts to be cast into concrete, for bolting anchors.
- E. Provide mechanical and welding fittings where indicated to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.

2.03 ALUMINUM MATERIALS

- A. Aluminum Pipe: Schedule 40; ASTM B429/B 429M, ASTM B241/B 241M, or ASTM B483/B 483M.
- B. Aluminum Tube: Minimum wall thickness of 0.127 inch; ASTM B429/B429M, ASTM B241/B241M, or ASTM B483/B483M.
- C. Welding Fittings: No exposed fasteners; cast aluminum.

2.04 STEEL RAILING SYSTEM

- A. Steel Tube: ASTM A 500, Grade B cold-formed structural tubing.
- B. Steel Pipe: ASTM A 53/A 53M, Grade B Schedule 40, galvanized finish.
- C. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.
- D. Galvanizing: In accordance with requirements of ASTM A123/A123M.

2.05 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- D. Welded Joints:
 - 1. Exterior Components: Continuously seal joined pieces by intermittent welds and plastic filler. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
 - 2. Interior Components: Continuously seal joined pieces by intermittent welds and plastic filler.
 - 3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

2.06 ALUMINUM FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Apply one coat of bituminous paint to concealed aluminum surfaces that will be in contact with cementitious or dissimilar materials.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Anchor railings securely to structure.
- D. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per floor level, non-cumulative.

- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rough opening framing for doors, and roof curbs/openings.
- B. Subflooring.
- C. Preservative treated wood materials.
- D. Fire retardant treated wood materials.
- E. Miscellaneous framing and sheathing.
- F. Wood nailers and curbs for roofing and items installed on roof.
- G. Concealed wood blocking, nailers, and supports.
- H. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 09 21 16 - Gypsum Board Assemblies: Gypsum-based sheathing.
- B. Section 08 11 13: Hollow Metal Doors and Frames: Openings to receive wood blocking.

1.03 REFERENCE STANDARDS

- A. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association; 2012.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011
- D. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board; 2012.
- E. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2011be1.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2011.
- G. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing; 2010.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- I. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood Protection Association; 2003.
- J. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood Protection Association; 2003.
- K. AWPA C20 - Structural Lumber -- Fire Retardant Treatment by Pressure Processes; American Wood-Protection Association; 2003.
- L. AWPA C27 - Plywood -- Fire-Retardant Treatment by Pressure Processes; American Wood-Protection Association; 2002.
- M. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- N. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers; ICC Evaluation Service, Inc; 2011.
- O. PS 1 - Structural Plywood; 2009.

- P. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; National Institute of Standards and Technology, U.S. Department of Commerce; 2010.
- Q. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.
- R. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.
- S. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau; 2004, and supplements.
- T. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association; 2011.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Samples: For rough carpentry members that will be exposed to view, submit two samples, 24x2 inch in size illustrating wood grain, color, and general appearance.
- D. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
 - 1. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
- C. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWPA standards.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.

- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.
- E. Miscellaneous Blocking, Furring, Nailers, and Curbs:
 - 1. Lumber: S4S, No. 1 or Construction Grade.
 - 2. Boards: Standard.

2.03 CONSTRUCTION PANELS

- A. Subfloor/Underlayment Combination: Oriented strand board wood structural panel; PS 2, rated Single Floor.
 - 1. Bond Classification: Interior.
 - 2. Performance Category: 19/32 PERF CAT.
 - 3. Span Rating: 20.
 - 4. Edges: Tongue and groove.
 - 5. Surface Finish: Fully sanded face.
 - 6. Exposure Time: Sheathing will not delaminate or require sanding due to moisture absorption from exposure to weather for up to 200 days.
 - 7. Provide fastening guide on top panel surface with separate markings indicating fastener spacing for 16 inches, 19.2 inches and 24 inches on center, respectively.
- B. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M; or Stainless Steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
 - 3. Anchors: Toggle bolt type for anchorage to hollow masonry.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Fire Retardant Treatment:
 - 1. Manufacturers:
 - a. Arch Wood Protection, Inc: www.wolmanizedwood.com.
 - b. Hoover Treated Wood Products, Inc: www.frtw.com.
 - c. Osmose, Inc: www.osmose.com.
 - d. Substitutions: Not permitted.
 - 2. Exterior Type: AWPA U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.

- b. Do not use treated wood in direct contact with the ground.
- 3. Interior Type A: AWP A U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Treat rough carpentry items as scheduled; or as indicated.
 - c. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
 - 1. Manufacturers:
 - a. Arch Wood Protection, Inc.: www.wolmanizedwood.com.
 - b. Viance, LLC: www.treatedwood.com.
 - c. Osmose, Inc: www.osmose.com.
 - d. Substitutions: Not permitted.
 - D. Preservative Pressure Treatment of Lumber Above Grade: AWP A U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
 - 1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - 2. Treat lumber in contact with roofing, flashing, or waterproofing.
 - 3. Treat lumber in contact with masonry or concrete.
 - 4. Treat lumber less than 18 inches above grade.
 - a. Treat lumber in other locations as indicated.
 - 5. Preservative Pressure Treatment of Plywood Above Grade: AWP A U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
 - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
 - b. Treat plywood in contact with masonry or concrete.
 - c. Treat plywood in other locations as indicated.
 - E. Preservative Pressure Treatment of Lumber in Contact with Soil: AWP A U1, Use Category UC4A, Commodity Specification A using waterborne preservative to 0.4 lb/cu ft retention.
 - 1. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.
 - 2. Restrictions: Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 FRAMING INSTALLATION

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.

- D. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- E. Install structural members full length without splices unless otherwise specifically detailed.
- F. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.05 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD

- A. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- B. Coordinate curb installation with installation of decking and support of deck openings, roofing vapor retardant, and parapet construction.

3.06 INSTALLATION OF CONSTRUCTION PANELS

3.07 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.08 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 74 19.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 06 20 00
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Door Hardware attachment.

1.02 REFERENCE STANDARDS

- A. ANSI A208.1 - American National Standard for Particleboard; 2009.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.
- D. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- E. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Premium Grade.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.
- B. Provide sustainably harvested wood, certified or labeled as specified in Section 01 60 00.
- C. Wood fabricated from timber recovered from riverbeds or otherwise abandoned is permitted, unless otherwise noted, provided it is clean and free of contamination; identify source; provide lumber re-graded by an inspection service accredited by the American Lumber Standard Committee, Inc.

2.03 SHEET MATERIALS

- A. Particleboard: ANSI A208.1; composed of wood chips, sawdust, or flakes of medium density, made with waterproof resin binders; of grade to suit application; sanded faces.

2.04 PLASTIC LAMINATE MATERIALS

- A. Plastic Laminate: NEMA LD 3, HGS; color as selected; textured, low gloss finish .
- B. Laminate Adhesive: Type recommended by laminate manufacturer to suit application; not containing formaldehyde or other volatile organic compounds.

2.05 ACCESSORIES

- A. Lumber for Shimming
- B. Plastic Edge Trim: Extruded flat shaped; smooth finish; self locking serrated tongue; of width to match component thickness; color as selected.

2.06 HARDWARE

- A. Hardware: Comply with BHMA A156.9. See Hardware Schedule in Section 08 71 00.

2.07 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. Cap exposed plastic laminate finish edges with plastic trim.
- C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 06 41 00
ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Specially fabricated casework units.
- B. Countertops.
- C. Casework accessories, including installation.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 06 20 00 - Finished Carpentry

1.03 DEFINITIONS

- A. Identification of casework components and related products by surface visibility.
 - 1. Open Interiors: Any open storage unit without solid door or drawer fronts and units with full glass insert doors and/or acrylic doors.
 - 2. Closed Interiors: Any closed storage unit behind solid door or drawer fronts, sliding solid doors.
 - 3. Exposed Doors: Any storage unit exterior side surface that is visible after installation.
 - 4. Other Exposed Surfaces: Faces of doors and drawers when closed, and tops of cabinets less than 72 inches above furnished floor.
 - 5. Semi-Exposed Surfaces: Interior surfaces which are visible, bottoms of wall cabinets and tops of cabinets 72 inches or more above finished floor.
 - 6. Concealed Surfaces: Any surface not visible after installation.

1.04 REFERENCE STANDARDS

- A. BHMA A156.9 - American National Standard for Cabinet Hardware; 2010.
- B. ANSI A208.1 - American National Standard for Particleboard; 2009.
- C. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 2009.
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.
- E. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- F. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- G. GSA CID A-A-1936 - Adhesive, Contact, Neoprene Rubber; Federal Specifications and Standards; Revision A, 1996.
- H. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; Hardwood Plywood & Veneer Association; 2004 (ANSI/HPVA HP-1).
- I. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.
- J. NHLA G-101 - Rules for the Measurement & Inspection of Hardwood & Cypress; National Hardwood Lumber Association; 2007.
- K. PS 1 - Structural Plywood; 2007.
- L. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
- C. Product Data: Provide data for hardware accessories.
- D. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches square, illustrating proposed cabinet, countertop, and accessories substrate and finish.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Premium quality.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years of documented experience.
- C. Manufacturer Qualifications: Member in good standing of the Architectural Woodwork Institute (AWI) and familiar with the AWI/AWMAC QSI.
- D. Quality Certification: Provide inspection and quality certification of completed custom cabinets in accordance with AWI/AWMAC Quality Certification Program.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage.

1.08 FIELD CONDITIONS

- A. During and after installation of custom casework, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

PART 2 PRODUCTS

2.01 CABINETS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Premium Grade.

2.02 LUMBER MATERIALS

- A. Softwood Lumber: NIST PS 20; Graded in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Grade II/Custom; average moisture content of 5-10 percent; species as recommended by manufacturer.
- B. Hardwood Lumber: Graded in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Grade I/Premium; average moisture content of 5-10 percent; species as recommended by manufacturer.

2.03 PANEL MATERIALS

- A. Medium Density Fiberboard (MDF): ANSI A208.2; type as specified in AWI/AWMAC Architectural Woodwork Quality Standards Illustrated; composed of wood fibers pressure bonded with moisture resistant adhesive to suit application; sanded faces; thickness as required.
 - 1. Use for painted components and concealed components.
 - 2. Use as backing for plastic laminate unless otherwise indicated.

2.04 LAMINATE MATERIALS

- A. Manufacturers:
 - 1. Formica Corporation: www.formica.com.
 - 2. Panolam Industries International, Inc\Nevamar: www.nevamar.com.
 - 3. Wilsonart International, Inc: www.wilsonart.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications and as scheduled.
 - 1. Horizontal Surfaces: HGS, 0.048 inch nominal thickness.
 - 2. Vertical Surfaces: VGS, 0.028 inch nominal thickness.
 - 3. Laminate Backer: BKH, 0.048 inch nominal thickness, undecorated; for application to concealed backside of panels faced with high pressure decorative laminate. To be high pressure type.

2.05 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Fasteners: Size and type to suit application.
- C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized finish in concealed locations and stainless steel finish in exposed locations.
- D. Concealed Joint Fasteners: Threaded steel.
- E. Grommets: Standard plastic grommets for cut-outs, in color as indicated. (1) every 48" lineal inches of counterspace.

2.06 HARDWARE

- A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.
- B. Adjustable Shelf Supports: Standard side-mounted system using recessed metal shelf standards or multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch spacing adjustments.
- C. Drawer and Door Pulls: "U" shaped wire pull, steel with chrome finish, 4 inch centers.
- D. Cabinet Locks: Keyed cylinder, two keys per lock, master keyed, steel with chrome finish steel with satin finish.
- E. Drawer Slides:
 - 1. Type: Standard extension.
 - 2. Static Load Capacity: Commercial grade.
 - 3. Mounting: Side mounted.
 - 4. Stops: Integral type.
- F. Hinges: European style concealed self-closing type, steel with polished finish.

2.07 FABRICATION

- A. Cabinet Style: Flush overlay.
- B. Cabinet Doors and Drawer Fronts: Flush style.
- C. Drawer Construction Technique: Dovetail joints.
- D. Assembly: Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- E. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
- F. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises.
 - 1. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
 - 2. Cap exposed plastic laminate finish edges with material of same finish and pattern.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.

- B. Verify location and sizes of electrical and data rough-in associated with work of this section.

3.02 INSTALLATION

- A. Set and secure custom casework in place, assuring that it is rigid, plumb, and level.
- B. Use concealed joint fasteners to align and secure adjoining countertops and casework units.
- C. Secure casework to floor using appropriate angles and anchorages.

3.03 ADJUSTING

- A. Adjust installed work; Test installed work for rigidity and ability to support loads.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.04 CLEANING

- A. Clean casework, counters, fittings, and fixtures.

END OF SECTION

SECTION 07 84 00
FIRESTOPPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire-resistance rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

1.02 RELATED REQUIREMENTS

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.
- C. Section 09 21 16 - Gypsum Board Assemblies: Gypsum wallboard fireproofing.

1.03 REFERENCE STANDARDS

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2012.
- B. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 2011a.
- C. ITS (DIR) - Directory of Listed Products; Intertek Testing Services NA, Inc.; current edition.
- D. FM 4991 - Approval of Firestop Contractors; Factory Mutual Research Corporation; 2001.
- E. FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition.
- F. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.
- G. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
- C. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- D. LEED Report: Submit VOC content documentation for all non-preformed materials.
- E. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Certificate from authority having jurisdiction indicating approval of materials used.
- H. Qualification statements for installing mechanics.

1.05 QUALITY ASSURANCE

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
 - 1. Listing in the current-year classification or certification books of UL, FM, or ITS (Warnock Hersey) will be considered as constituting an acceptable test report.
 - 2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at www.icc-es.org will be considered as constituting an acceptable test report.
 - 3. Submission of actual test reports is required for assemblies for which none of the above substantiation exists.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and:

1. Approved by Factory Mutual Research under FM Standard 4991, Approval of Firestop Contractors, or meeting any two of the following requirements:.
 2. With minimum 5 years documented experience installing work of this type.
 3. Able to show at least 3 satisfactorily completed projects of comparable size and type.
 4. Licensed by authority having jurisdiction.
 5. Approved by firestopping manufacturer.
- D. Installing Mechanic's Qualifications: Trained by firestopping manufacturer and able to provide evidence thereof.

1.06 MOCK-UP

- A. Install one firestopping assembly representative of each fire rating design required on project.
 1. Where one design may be used for different penetrating items or in different wall constructions, install one assembly for each different combination.
 2. Where firestopping is intended to fill a linear opening, install minimum of 2 linear ft.
- B. Obtain approval of authority having jurisdiction before proceeding.
- C. If accepted, mock-up will represent minimum standard for the Work.
- D. If accepted, mock-up may remain as part of the Work. Remove and replace mock-ups not accepted.

1.07 FIELD CONDITIONS

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

PART 2 PRODUCTS

2.01 FIRESTOPPING - GENERAL REQUIREMENTS

- A. Firestopping Materials with Volatile Content: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

2.02 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements. Foam, caulk, putty or manufactured device.
 1. Fire Ratings: Use any system listed by UL, FM, or ITS (Warnock Hersey) or that has F Rating equal to fire rating of penetrated assembly and minimum T Rating of 0 and that meets all other specified requirements.
 2. Fire Ratings: See Drawings for required systems and ratings.
- B. Firestopping at Uninsulated Metallic Pipe and Conduit Penetrations, of diameter 4 inches or less: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- C. Firestopping at Cable Tray Penetrations: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- D. Firestopping at Cable Penetrations, not in Conduit or Cable Tray: Any material meeting requirements. Foam, caulk, putty or manufactured device.
 1. Firewalls: UL Design No. AJ-3154, F Rating 2 hour. = Design Basis.
- E. Firestopping at Control and Expansion Joints (without Penetrations): Any material meeting requirements and caulk.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify openings are ready to receive the work of this section.

3.02 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to arrest liquid material leakage.

3.03 INSTALLATION

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by authority having jurisdiction.
- C. Install labeling required by code.

3.04 PROTECTION

- A. Clean adjacent surfaces of firestopping materials.
- B. Protect adjacent surfaces from damage by material installation.

END OF SECTION

SECTION 07 90 05
JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backer rods.
- B. Precompressed foam sealers.

1.02 RELATED REQUIREMENTS

- A. Section 08 80 00 - Glazing: Glazing sealants and accessories.

1.03 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2010.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2011.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2011a.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2007.
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell); 2005 (Reapproved 2011).

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other sections referencing this section.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 2 x 1/2 in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

1.07 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.08 COORDINATION

- A. Coordinate the work with all sections referencing this section.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Polyurethane Sealants:
 - 1. Pecora Corporation: www.pecora.com.
 - 2. Bostik, Inc www.bostik-us.com
 - 3. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acrylic Sealants (ASTM C920):
 - 1. Pecora Corporation; www.pecora.com.
 - 2. Tremco, Inc www.tremcosealants.com.
 - 3. Bostik, Inc. www.bostik-us.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Preformed Compressible Foam Sealers and backer rods:
 - 1. Sandell Manufacturing Company, Inc: www.sandellmfg.com.
 - 2. Emseal Joint Systems, Ltd.
 - 3. Dayton Superior Corporation: www.daytonsuperior.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SEALANTS

- A. Sealants and Primers - General: Provide products having volatile organic compound (VOC) content as specified in Section 01 61 16.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Applications: Use for:
 - a. Joints between concrete and other materials.
 - b. Joints between metal frames and other materials.
 - c. Other exterior joints for which no other sealant is indicated.
- C. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Product: AC-20 + Silicone manufactured by Pecora.
 - 3. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 3 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.

- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints concave.
- J. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall, ceiling and soffit framing.
- B. Metal framing for top of wall bracing and ceiling framing.
- C. Acoustic insulation.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Building Framing and Wood blocking .
- B. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2002 (Reapproved 2007).
- D. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2009)e1.
- E. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2011a.
- F. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2011.
- H. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2011.
- I. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2011.
- J. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007.
- K. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2010a.
- L. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2011.
- M. ASTM C1629/C1629 - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2006.
- N. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- O. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- P. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.

- Q. ASTM E413 - Classification for Rating Sound Insulation; 2010.
- R. GA-214 - Recommended Levels of Gypsum Board Finish; Gypsum Association; 2007.
- S. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2010.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with vertical deflection joints and acoustic seals. Provide special details for suspended ceilings. Indicate layout, anchorage to structure, type and location of fasteners, framed openings, accessories, and items of related work.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.05 QUALITY ASSURANCE

- A. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.
- B. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies per drawings.

2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
 - 2. Dietrich Metal Framing: www.dietrichindustries.com.
 - 3. Marino: www.marinoware.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 5 psf.
 - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
 - a. Acceptable Products:
 - 1) Dietrich Metal Framing; UltraSteel (tm): www.dietrichindustries.com.
 - 2) Clark Western Building Systems; UltraSteel (tm): www.clarkwestern.com.
 - 2. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 3. Runners: U shaped, sized to match studs.
 - 4. Ceiling Channels: C shaped.
 - 5. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.

1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.
3. Provide kickers / framing for top of wall and soffits as necessary.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 1. CertainTeed Corporation: www.certainteed.com.
 2. Georgia-Pacific Gypsum: www.gpgypsum.com.
 3. National Gypsum Company: www.nationalgypsum.com.
 4. USG Corporation: www.usg.com.
 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 1. Application: Use for ceilings, unless otherwise indicated.
 2. Thickness:
 - a. Ceilings: 1/2 inch.
- C. Impact-Rated Wallboard: Tested to Level 3 soft-body and hard-body impact in accordance with ASTM C1629.
 1. Application: Walls.
 2. Paper-Faced Type: Gypsum wallboard as defined in ASTM C1396/C1396M.
 3. Thickness: 5/8 inch.
 4. Edges: Tapered.
 5. Products:
 - a. National Gypsum Company; Gold Bond Hi-Impact Brand XP Wallboard.
 - b. USG Corporation; Fiberoak Brand Panels--VHI Abuse-Resistant.
- D. Gypsum Wallboard: ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.
 1. Ceiling Board: Special sag-resistant type.
 - a. Application: Ceilings, and soffits.
 - b. Thickness: 1/2" inch.
 - c. Edges: Tapered.
 2. Abuse-Resistant Type: Gypsum wallboard especially formulated for increased impact resistance, with enhanced gypsum core and heavy duty face and back paper.
 - a. Application: Walls.
 - b. Core Type: Regular and Type X, as indicated.
 - c. Thickness: 5/8 inch.
 - d. Edges: Tapered.

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced.
- B. Acoustic Insulation: ASTM C 665; preformed glass fiber, friction fit type, unfaced. Thickness to fit cavity.
- C. Acoustic Sealant: As specified in Section 07 90 05.
- D. Finishing Accessories: ASTM C1047, rigid plastic, unless otherwise indicated.
 1. Types: As detailed or required for finished appearance.
 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.

- E. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 3. Ready-mixed vinyl-based joint compound.
 - 4. Powder-type vinyl-based joint compound.
 - 5. Chemical hardening type compound.
- F. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- G. Screws for Attachment to Steel Members From 0.033 to 0.112 Inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.
- H. Screws: ASTM C 1002; self-piercing tapping type; cadmium-plated for exterior locations.
- I. Staples: ASTM C 840.
- J. Anchorage to Substrate: Tie wire, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
 - 1. Level ceiling system to a tolerance of 1/600.
 - 2. Laterally brace entire suspension system, to structure above.
 - 3. Install bracing as required at exterior locations to resist wind uplift.
- C. Studs: Space studs as indicated.
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling framing in accordance with details.
 - 3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
 - 4. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Connections: Minimum (4) #12 screws per connection of cold formed metal framing members.
- F. Blocking: Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, wood frame openings, toilet accessories, and hardware. Comply with Section 06 10 00 for wood blocking.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

- B. Acoustic Sealant: Install as follows:
 - 1. Place two beads continuously on substrate before installation of perimeter framing members.
 - 2. Place continuous bead at perimeter of each layer of gypsum board.
 - 3. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes; and other penetrations.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
 - 1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Installation on Metal Framing: Use screws for attachment of all gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as directed.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.06 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use fiberglass joint tape, bedded with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound and finished with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish or where FRP panel to be installed.
 - 3. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Finish gypsum board in scheduled areas in accordance with levels defined in GA-214; or ASTM C 840 and as scheduled below.
 - 1. Above Finished Ceilings Concealed From View: Level 1.
 - 2. Utility Areas and Areas Behind Cabinetry: Level 2.
 - 3. Walls and Ceilings to Receive Flat Paint Finish: Level 4.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
 - 3. Taping, filling and sanding is not required at base layer of double layer applications.

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.08 FINISH LEVEL SCHEDULE (SEE 1.03 REFERENCES FOR DEFINITION)

- A. Level 1: Above finished ceilings concealed from view.

- B. Level 2: Utility areas and areas behind cabinetry or where FRP will be applied.
- C. Level 4: Walls and ceilings scheduled to receive flat paint finish.

END OF SECTION

SECTION 09 51 00
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.
- C. Support hangers, channels, and wires.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2004.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2006.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2008.
- D. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute; current listings at www.greenguard.org.

1.04 SUBMITTALS

- A. See Section 01 30 00 - General Conditions, for submittal procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning, junctions with other ceiling finishes, and mechanical and electrical items installed in the ceiling.
- C. Product Data: Provide data on suspension system components, acoustical units, and supplementary acoustical insulation.
- D. Samples: Submit two samples 4x4 inch in size illustrating material and finish of acoustical units.
- E. Samples: Submit two samples each, 6 inches long, of suspension system main runner, cross runner, and perimeter molding.
- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.05 QUALITY ASSURANCE

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.

1.06 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

1.07 PROJECT CONDITIONS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Install acoustical units after interior wet work is dry.

1.08 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.

- B. Provide (1) carton of extrat ceiling tiles of each type used for Caesar Rodney School District's use in maintenance of project.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc: www.armstrong.com.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acoustical Units - General: ASTM E1264, Class A.
- C. Acoustical Tile Type A: Painted mineral fiber, ASTM E 1264 Type III, with to the following characteristics:
 - 1. Size: 24 x 48 inches.
 - 2. Thickness: 3/4 inches.
 - 3. Edge: Square.
 - 4. Surface Color: White.
 - 5. Surface Pattern: Fine fissured.
 - 6. Product: School. Zone Fine Fissured #1714 by Armstrong.

2.02 SUSPENSION SYSTEM(S) UNLESS NOTED OTHERWISE ABOVE.

- A. Manufacturers:
 - 1. Same as for acoustical units.
 - 2. Armstrong World Industries, Inc: www.armstrong.com.
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Suspension Systems - General: ASTM C 635; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- C. Exposed Tee Steel Suspension System: Formed galvanized steel, commercial quality cold rolled; heavy-duty.
 - 1. Profile: Tee; for square edge panels 15/16 inch wide face.
 - 2. Construction: Double web.
 - 3. Finish: White painted.
 - 4. Product: Prelude XL, 15/16" by Armstrong.

2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
- C. Acoustical Sealant For Perimeter Moldings: Specified in Section 07 90 05.
- D. Gasket For Perimeter Moldings: Closed cell rubber sponge tape.
- E. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C 636, ASTM E 580, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:240.

- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- D. Locate system on room axis according to reflected plan.
- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- G. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- I. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- J. Do not eccentrically load system or induce rotation of runners.
- K. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Install in bed of acoustical sealant or with continuous gasket.
 - 2. Use longest practical lengths.
 - 3. Miter or Overlap and rivet corners.
- L. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

3.03 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

SECTION 09 90 00
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. Scope: Finish all interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
 - 6. Floors, unless specifically so indicated.
 - 7. Glass.
 - 8. Acoustical materials, unless specifically so indicated.
 - 9. Concealed pipes, ducts, and conduits.
- E. Painting materials and methods for conduit identification specified in Section 26 05 53.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2012.
- C. NACE (IMP) - Industrial Maintenance Painting; NACE International; Edition date unknown.
- D. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

1.04 DEFINITIONS

- A. Conform to ASTM D 16 for interpretation of terms used in this section.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products and special coatings, including VOC content.
- C. Samples: Submit two paper chip samples, 1 X 1 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 6 x 6 inch in size.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.

- G. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience.

1.07 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.09 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.10 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.
- C. Label each container with color, type, texture, and room locations in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. ICI Paints North America: www.icipaints.com
 - 2. Duron, Inc: www.duron.com.
 - 3. Sherwin Williams: www.sherwin-williams.com
 - 4. Benjamin Moore & Co: www.benjaminmoore.com.
- C. Field-Catalyzed Coatings:
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.

1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; www.otcair.org; specifically:
 - 1) Opaque, Flat: 50 g/L, maximum.
 - 2) Opaque, Nonflat: 150 g/L, maximum.
 - 3) Opaque, High Gloss: 250 g/L, maximum.
 - 4) Varnishes: 350 g/L, maximum.
 - c. Architectural coatings VOC limits of State in which the project is located.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Chemical Content: The following compounds are prohibited:
1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
- E. Colors: As indicated on drawings

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint ME-OP-3A - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
1. One coat of alkyd primer.
 2. Semi-gloss: Two coats of alkyd enamel.

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint CI-OP-3L - Concrete/Masonry, Opaque, Latex, 3 Coat:
1. One coat of block filler.
 2. Egg Shell: Two coats of latex enamel.
- B. Paint MI-OP-2A - Ferrous Metals, Primed, Alkyd, 2 coat:
1. Touch up with Alkyd Primer.
 2. Semi - gloss: two coats of alkyd enamel.
- C. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
1. One coat of alkyd or latex primer sealer.
 2. Eggshell: Two coats of latex enamel.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Plaster and Stucco: 12 percent.
 - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 5. Concrete Floors and Traffic Surfaces: 8 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac or stain blocker those which may bleed through surface finishes.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- J. Asphalt, Creosote, or Bituminous Surfaces to be Painted: Remove foreign particles to permit adhesion of finishing materials. Apply latex based sealer or primer.
- K. Insulated Coverings to be Painted: Remove dirt, grease, and oil from canvas and cotton.
- L. Concrete Floors and Traffic Surfaces to be Painted: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.

- M. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- N. Copper Surfaces to be Painted: Remove contamination by steam, high pressure water, or solvent washing. Apply vinyl etch primer immediately following cleaning.
- O. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- P. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- Q. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- R. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- S. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- T. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- U. Exterior Wood to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- V. Exterior Wood to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after sealer has been applied. Prime concealed surfaces.
- W. Exterior and Interior Wood to Receive Opaque Latex Stain Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after initial coat has been applied. Back stain concealed surfaces before installation.
- X. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.
- Y. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- Z. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's instructions.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.

- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- J. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Refer to Section 22 05 53, Section 23 05 53 and Section 26 05 53 for schedule of color coding of equipment, duct work, piping, and conduit.
- B. Paint shop-primed equipment, where indicated.
- C. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- D. Finish equipment, piping, conduit, and exposed duct work in utility areas in colors according to the color coding scheme indicated.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.

3.06 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.07 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

3.08 SCHEDULE - SURFACES TO BE FINISHED

- A. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically noted.
 - 2. Fire rating labels, equipment serial number and capacity labels.
 - 3. Stainless steel items.
- B. Paint the surfaces described below under Schedule - Paint Systems.
- C. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
 - 1. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment occurring in finished areas to match background surfaces, unless otherwise indicated.
 - 2. Paint all equipment, including that which is factory-finished, exposed to weather or to view on the roof and outdoors.
 - 3. Paint shop-primed items occurring in finished areas.
 - 4. Paint interior surfaces of air ducts and convectors and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - 5. Paint dampers exposed behind louvers, grilles, and convectors and baseboard cabinets to match face panels.

3.09 SCHEDULE - COLORS

A. See Plans.

END OF SECTION

SECTION 10 14 00

SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Room and door signs.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 53 - Identification for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Rule; current edition; (ADA Standards for Accessible Design).
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Samples: Submit two samples of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.
- B. Package room and door signs in sequential order of installation, labeled by floor or building.
- C. Store tape adhesive at normal room temperature.

1.07 FIELD CONDITIONS

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Flat Signs:
 - 1. Best Sign Systems, Inc: www.bestsigns.com.
 - 2. InPro Corporation; Aspen produced in one piece photopolymer media: www.inprocorp.com.
 - 3. Mohawk Sign Systems, Inc: www.mohawksign.com.
 - 4. Seton Identification Products: www.seton.com/aec.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SIGNAGE APPLICATIONS

- A. Room and Door Signs: Provide a sign for every doorway, whether it has a door or not, not including corridors, lobbies, and similar open areas.
 - 1. Sign Type: Flat signs with engraved panel media as specified.
 - 2. Provide "tactile" signage, with letters raised minimum 1/32 inch and Grade II braille.
 - 3. Character Height: 1 inch.

4. Sign Height: 2 inches, unless otherwise indicated.
5. Office Doors: Identify with room numbers to be determined later, not the numbers shown on the drawings; in addition, provide "window" section for replaceable occupant name.
6. Conference and Meeting Rooms: Identify with room numbers to be determined later, not the numbers shown on the drawings; in addition, provide "window" section with sliding "In Use/Vacant" indicator.
7. Service Rooms: Identify with room names and numbers to be determined later, not those shown on the drawings.
8. Rest Rooms: Identify with pictograms, the names "MEN" and "WOMEN", room numbers to be determined later, and braille.

2.03 SIGN TYPES

- A. Flat Signs: Signage media without frame.
 1. Edges: Square.
 2. Corners: Square.
 3. Wall Mounting of One-Sided Signs: Tape adhesive.
- B. Color and Font: Unless otherwise indicated:
 1. Character Font: Helvetica, Arial, or other sans serif font.
 2. Character Case: Upper case only.
 3. Background Color: Clear.
 4. Character Color: Contrasting color.

2.04 TACTILE SIGNAGE MEDIA

- A. Engraved Panels: Laminated colored plastic; engraved through face to expose core as background color:
 1. Total Thickness: 1/16 inch.

2.05 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Tape Adhesive: Double sided tape, permanent adhesive.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs where indicated:
 1. Room and Door Signs: Locate on wall at latch side of door with centerline of sign at 60 inches above finished floor.
 2. If no location is indicated obtain Caesar Rodney School District's instructions.
- D. Protect from damage until Substantial Completion; repair or replace damage items.
- E. When flat sign must be glass mounted, provide blank sign for other side of glass to cover tape adhesive.

END OF SECTION

SECTION 10 21 13.19
PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Plastic toilet compartments.

1.02 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2003.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall and floor supports, door swings.
- B. Product Data: Provide data on panel construction, hardware, and accessories.
- C. Samples: Submit two samples of partition panels, 2 x 2 inch in size illustrating panel finish, color, and sheen.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.04 COORDINATION

- A. Coordinate the work with placement of support framing and anchors in walls.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Plastic Toilet Compartments:
 - 1. Match existing.

2.02 SOLID PLASTIC TOILET COMPARTMENTS

- A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), floor-mounted headrail-braced. Doors, panels, and pilasters to be field dimensioned prior to fabrication. Existing partitions to remain to be field modified accordingly to accommodate new work.
- B. Doors:
 - 1. Thickness: 1 inch.
 - 2. Width: 24 inch.
 - 3. Width for Handicapped Use: 36 inch.
 - 4. Height: 55 inch.
- C. Panels:
 - 1. Thickness: 1 inch.
 - 2. Height: 55 inch.
- D. Pilasters:
 - 1. Thickness: 1 inch.
 - 2. Width: As required to fit space; minimum 3 inch.

2.03 ACCESSORIES

- A. Pilaster Shoes: ASTM A 666, Type 304 stainless steel with No. 4 finish, 3 in high, concealing floor fastenings.
 - 1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.
- B. Head Rails: Hollow anodized aluminum tube, 1 x 1-5/8 inch size, with anti-grip profile cast socket wall brackets.

- C. Wall and Pilaster Brackets: Satin stainless steel.
- D. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
 - 1. For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper proof.
- E. Hardware: Satin stainless steel:
 - 1. Continuous Satin stainless steel hinges: Gravity/Cam acting to preset open/close setting. Mount with tamper resistant fasteners.
 - 2. Nylon bearings.
 - 3. Door Latch: Slide type with exterior emergency access feature.
 - 4. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
 - 5. Coat hook with rubber bumper; one per compartment, mounted on panel.
 - 6. Provide door pull for outswinging doors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built-in framing, anchorage, and bracing.

3.02 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.
- E. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

3.03 ERECTION TOLERANCES

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation From Plumb: 1/8 inch.

3.04 ADJUSTING

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- B. Adjust hinges to position doors in full closed position when unlatched. Return out-swinging doors to closed position.
- C. Adjust adjacent components for consistency of line or plane.

END OF SECTION

SECTION 10 28 13
TOILET ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Toilet Room Accessories.

1.02 RELATED SECTIONS

- A. Section 09 21 16 - Gypsum Board Assemblies.

1.03 REFERENCES

- A. ATBCB ADAAG - Americans with Disabilities Act Accessibility Guidelines; US Architectural and Transportation Barriers Compliance Board; 2004.
- B. ASTM A 240/A 240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2006.
- C. ASTM A 554 - Standard Specification for Welded Stainless Steel Mechanical Tubing; 2003.
- D. ASTM C 1036 - Standard Specification for Flat Glass; 2001.
- E. ASTM F 446 - Standard Consumer Safety Specification for Grab Bars and Accessories Installed in the Bathing Area; 1985 (Reapproved 2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's product data for products specified, indicating selected options and accessories.
- C. Shop Drawings:
 - 1. Plans: Locate each specified unit in project.
 - 2. Elevations: Indicate mounting height of each specified unit in project.
 - 3. Details: Indicate anchoring and fastening details, required locations and types of anchors and reinforcement, and materials required for correct installation of specified products not supplied by manufacturer of products of this section.
- D. Verification Samples: Two samples of each specified finish.
- E. Quality Assurance Submittals:
 - 1. Manufacturer's printed installation instructions for each specified product.
 - 2. Documentation of manufacturer's qualifications, specified in QUALITY ASSURANCE Article of this section.
- F. Closeout Submittals: Warranty documents, issued and executed by manufacturer of products of this section, and countersigned by Contractor.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum five (5) years of documented experience producing products of the types specified in this section.
- B. Regulatory Requirements: Conform to ADAAG requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Factory-apply strippable protective vinyl coating to sight-exposed surfaces after finishing of products; ship products in manufacturer's standard protective packaging.
- B. Storage and Protection: Store products in manufacturer's protective packaging until installation.

1.07 SEQUENCING

- A. Supply locating and sizing templates, and other requirements, to fabricators and installers of products referenced in RELATED SECTIONS Article for building in products of this section.

- B. Supply reinforcing and anchoring devices required for installation of products of this section to fabricators and installers of products referenced in RELATED SECTIONS Article.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Manufacturer's standard warranty against defects in product workmanship and materials.
- C. Manufacturer's 15-year warranty against silver spoilage of mirrors.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Bobrick Washroom Accessories (Design Basis)
 - 2. Bradley Corp.
 - 3. ASI-American Specialties, Inc.
- B. Substitutions: Section 01 60 00 - Product Requirements.

2.02 MATERIALS

- A. Stainless Steel Sheet: ASTM A 240/A 240M, Type 304, 18-8 alloy.
- B. Sheet Steel, chrome plated.

2.03 TOILET ACCESSORIES

- A. Basic Construction Requirements:
 - 1. Hinges: Stainless steel piano hinge, 3/16 inch diameter barrel, full length of cabinet; hinge leaves spot-welded to door and cabinet body.
 - 2. Locks: Tumbler locks, keyed alike other toilet accessory locks, with two keys for each lock.
 - 3. Stainless Steel Finish: No.4 satin, typical unless noted otherwise.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions:
 - 1. Prepared openings are sized and located in accordance with shop drawings.
 - 2. Reinforcement and anchoring devices are correct type and are located in accordance with shop drawings.
- B. Installer's Examination:
 - 1. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
 - 2. Transmit two copies of installer's report to StudioJAED within 24 hours of receipt.
 - 3. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
 - 4. Beginning construction activities of this section indicates installer's acceptance of conditions.

3.02 INSTALLATION

- A. Install toilet accessories plumb and level in accordance with shop drawings and manufacturer's printed installation instructions.
- B. Locate toilet accessories at heights specified by Americans with Disabilities Act (ADA).

3.03 CLEANING

- A. Remove manufacturer's protective vinyl coating from sight-exposed surfaces 24 hours before final inspection.

- B. Clean surfaces in accordance with manufacturer's recommendations.

3.04 PROTECTION OF INSTALLED PRODUCTS

- A. Protect products from damage caused by subsequent construction activities.
- B. Field repair of damaged product finishes is prohibited; replace products having damaged finishes caused by subsequent construction activities.

END OF SECTION

SECTION 10 44 00
FIRE PROTECTION SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire extinguishers.
- B. Fire blankets.
- C. Fire extinguisher cabinets.
- D. Accessories.

1.02 REFERENCE STANDARDS

- A. NFPA 10 - Standard for Portable Fire Extinguishers; 2010.
- B. UL (FPED) - Fire Protection Equipment Directory; Underwriters Laboratories Inc.; current edition.

1.03 PERFORMANCE REQUIREMENTS

- A. Conform to NFPA 10 and applicable code.
- B. Provide extinguishers classified and labeled by Underwriters Laboratories Inc., or testing firm acceptable to the authority having jurisdiction, for the purpose specified and indicated.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate cabinet physical dimensions and location.
- C. Product Data: Provide extinguisher operational features, color and finish, and anchorage details.
- D. Manufacturer's Installation Instructions: Indicate special criteria and wall opening coordination requirements.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

1.05 FIELD CONDITIONS

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fire Extinguishers:
 - 1. Buckeye; Product Dry Chemical Model 10914 (5 lbs).
 - 2. First Alert; Product Dry Chemical Model FE3A40GR-6 (5 lbs).
 - 3. KIDDE; Product [Wet Chemical Class K, 6 Liter, Rechargeable, Model 25074].
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fire Extinguisher Cabinets and Accessories:
 - 1. JL Industries, Inc; Product Royal 3600 Series: www.jlindustries.com.
 - 2. Larsen's Manufacturing Co; Product FB3612 Series: www.larsensmfg.com.
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 FIRE EXTINGUISHERS

- A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
- B. Dry Chemical Type Fire Extinguishers: Stainless steel tank, with pressure gauge.

1. Class: A.
 2. Size: 5 pound.
 3. Finish: Baked enamel, red color.
- C. Wet Chemical Type Fire Extinguishers: Stainless steel tank, with pressure gauge.
1. Class: K.
 2. Size: 6 Liter.
 3. Finish: Stainless Steel Cylinder.
 4. Mounting: Wall Hook (To Be Supplied by Vendor).

2.03 FIRE EXTINGUISHER CABINETS

- A. Metal: Formed primed steel sheet; 0.036 inch thick base metal.
- B. Cabinet Configuration: Semi-recessed type.
 1. Sized to accommodate accessories.
 - a. One size for fire extinguisher only. One size for fire extinguisher and fire blanket.
- C. Door: 0.036 inch thick, reinforced for flatness and rigidity; latch. Hinge doors for 180 degree opening with continuous piano hinge. Provide nylon or roller type catch.
- D. Door Glazing: Plastic, clear, 1/8 inch thick acrylic. Set in resilient channel gasket glazing. Lettering = Black color, inside of door. Signage Text = "Fire Extinguisher" and "Fire Blanket" or when fire blanket not used text = "Fire Extinguisher".
- E. Cabinet Mounting Hardware: Appropriate to cabinet. Pre-drill for anchors.
- F. Weld, fill, and grind components smooth.
- G. Finish of Cabinet Exterior Trim and Door: White enamel.
- H. Finish of Cabinet Interior: White enamel

2.04 ACCESSORIES

- A. Fire Blanket: Fire retardant treated wool; red, 62 x 84 inch size.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install cabinets plumb and level in wall openings, 27 inches from finished floor to inside bottom of cabinet.
- C. Secure rigidly in place.
- D. Place extinguishers and accessories in cabinets.

END OF SECTION

SECTION 12 30 40
LAMINATE CLAD CASEWORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Fixed modular laminate clad casework and components.
- B. Rail mounted laminate clad casework and components.
- C. Laminate clad cabinets and custom components.
- D. Laminate clad countertops.
- E. Cabinet hardware including countertop support brackets.
- F. Shelving not integral with cabinets.

1.02 RELATED SECTIONS

- A. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- B. Section 06 10 00 – Rough Carpentry: Blocking within walls where indicated.
- C. Section 22 40 00 – Plumbing Fixtures: Sinks and service fixtures, service waste lines, connections, and vents.
- D. Section 26 27 26 – Wiring Devices: Electrical service fixtures:

1.03 DEFINITIONS

- A. Identification of casework components and related products by surface visibility.
 - 1. Open Interiors: Any open storage unit without solid door or drawer fronts, units with full glass insert doors and/or acrylic doors, and units with wire grille doors.
 - 2. Closed Interiors: Any closed storage unit behind solid door or drawer fronts.
 - 3. Exposed Ends: Any storage unit exterior side surface that is visible after installation.
 - 4. Other Exposed Surfaces: Faces of doors and drawers when closed, and tops of cabinets less than 72 inches above furnished floor.
 - 5. Semi-Exposed Surfaces: Interior surfaces which are visible, bottoms of wall cabinets and tops of cabinets 72 inches or more above finished floor.
 - 6. Concealed Surfaces: Any surface not visible after installation.

1.04 QUALITY ASSURANCE

- A. Quality Standard: Unless otherwise indicated, comply with AWI's Architectural Woodwork Quality Standards for grades of interior architectural woodwork, construction, finishes and other requirements.
- B. Manufacturer: Minimum of 5 years experience in providing manufactured casework systems for similar types of projects, produce evidence of financial stability, bonding capacity, and adequate facilities and personnel required to perform on this project.
- C. Manufacturer: Provide products certified as meeting or exceeding ANSI-A 161.1-2000 testing standards.
- D. Single Source Manufacturer: Casework, countertops and architectural millwork products must all be engineered and built by a single source manufacturer in order to ensure consistency and quality for these related products. Splitting casework, countertops and/or architectural millwork between multiple manufacturers will not be permitted.
- E. Manufacturer: All wood products designated as "FSC Certified" in this specification shall be certified according to the rules of the Forest Stewardship Council (www.fscus.org) with vendor's Chain-of-Custody (COC) numbers available for each product.
- F. The following North American certification bodies are accredited by the FSC to certify forest products:

1. Scientific Certification Systems (www.scscertified.com <<http://www.scscertified.com>>)
 2. SmartWood (www.smartwood.org <<http://www.smartwood.org>>)
- G. Products in this section must incorporate a label that clearly identifies compliance with the Airborne Toxic Control Measure (ATCM) Title 17, California Code of Regulations 93120.12 as approved by the California Air Resources Board (CARB).

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures
- B. Product Data: Manufacturer's catalog with specifications and construction details.
- C. Shop Drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware, and installation procedures, plus the following specific requirements.
1. Include section drawings of typical and special casework, work surfaces and accessories.
 2. Indicate locations of plumbing and electrical service field connection by others.
 3. Provide one set of shop drawings which includes all products within this section, engineered and built by a single source manufacturer, with seamless coordination amongst all products.
- D. Casework Samples (To be available upon request):
1. Base cabinet: Cabinet conforming to specifications, with drawer and door.
 2. Wall cabinet: Cabinet conforming to specifications, with door.
 3. Cabinet samples shall be complete with specified hardware for doors, drawers and shelves.
 4. Component samples: Two sets of samples for each of the following:
 - a. Decorative laminate color charts / PVC and ABS edgings.
 5. A wire grille door and stay close latch sample in the final finish and color shall be provided upon request.
- E. For all wood products designated in this specification as "FSC Certified", provide evidence of compliance with FSC standards as follows:
1. Demonstrate that products are FSC Certified by providing vendor invoices. Invoices will contain the vendor's Chain-of-Custody (COC) number and identify each FSC Certified product on a line-item basis. A 'vendor' is defined as the company that furnishes wood products to project contractors and/or subcontractors for on-site installation.
 2. Wood products without submittal of acceptable documentation will be rejected.

1.06 PRODUCT HANDLING

- A. Deliver completed laminate clad casework, countertops, and related products only after wet operations in building are completed, store in ventilated place, protected from the weather, with relative humidity range of 25 percent to 55 percent.
- B. Protect finished surfaces from soiling and damage during handling and installation with a protective covering.
- C. Do not deliver or install woodwork until building is enclosed, painting and other wet work is completed, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels, between 25 percent and 55 percent, during the remainder of the construction period.
- D. If woodwork must be stored in areas other than final installation location, store only in areas where environmental conditions comply with these requirements.

1.07 JOB CONDITIONS

- A. Environmental Requirements: Do not install casework until permanent HVAC systems are operating and temperature and humidity have been stabilized for at least 1 week.
1. Manufacturer/Supplier shall advise Contractor of temperature and humidity requirements for architectural casework installation areas.

2. After installation, control temperature and humidity to maintain relative humidity between 25 percent and 55 percent.
- B. Conditions: Do not install casework until interior concrete work, masonry, plastering and other wet operations are complete.
- C. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying work.
 1. Locate concealed framing, blocking and reinforcements that support woodwork by field measurements before being enclosed.
 2. Where field dimensions cannot be made without delaying the work, project general contractor will guarantee dimensions in order to proceed with manufacturing of woodwork.

1.08 WARRANTY

- A. All materials and workmanship covered by this section will carry a five (5) year warranty from date of acceptance and a ten (10) year warranty on the instrument shelf materials and workmanship.

1.09 FSC CERTIFIED FOREST PRODUCTS

- A. This section includes administrative and procedural requirements for use of FSC Certified forest products during performance of the Work, including the following:
 1. Certified Wood Bid Compliance Form
 2. Vendor Reference List
 3. Certified Wood Project Documentation Summary

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Manufacturer:
 1. TMI Systems Design Corporation is the basis of design.
 - a. Drawings and specifications are based on manufacturer's literature from TMI SYSTEMS DESIGN CORPORATION, 50 South Third Avenue West, Dickinson, North Dakota, 58601, Phone: 800-456-6716, fixed modular, flexible rail mounted, and mobile casework and accessories.
 2. Stevens Advantage Furnishings.
 3. Cabinets by Design Inc.
 4. New Century L44 by LSI Corporation of America
 5. Substitutions: See Section 01 60 00 – Product Requirements. Additionally, other manufacturers shall comply with the minimum levels of material and detailing indicated on the drawings and all specifications noted herein.

2.02 MATERIALS

- A. Wood products in this section that have been identified through research as being available from FSC Certified sources are specified on a line-by-line basis as "FSC Certified".
- B. Core Materials:
 1. Certified Particleboard: FCS Certified Chain of Custody, 100% pre-consumer recycled wood fiber particleboard with no Urea Formaldehyde added during the manufacturing process.
 - a. Up to 7/8 inch thick: Industrial Grade average 45-pound density meeting ANSI A 208.1-2009, M-2 requirements.
 - b. 1 inch thick: Industrial Grade average 45-pound density meeting ANSI A 208.1-2009, M-2 requirements.
 2. Medium Density Fiberboard 1/4 inch thick: Average 54-pound density grade, ANSI A208.2-2009 requirements.

- C. Decorative Laminates: GREENGAURD Indoor Air Quality Certified
 - 1. High-pressure decorative laminate VGS (.028), NEMA Test LD 3-2005.
 - 2. High-pressure decorative laminate HGS (.048), NEMA Test LD 3-2005.
 - 3. High-pressure decorative laminate HGP (.039), NEMA Test LD 3-2005.
 - 4. High-pressure cabinet liner CLS (.020), NEMA Test LD 3-2005.
 - 5. High-pressure backer BKH (.048), (.039), (.028), NEMA Test LD3-2005.
 - 6. Thermally fused melamine TFM laminate, NEMA Test LD 3-2005. (TFM allowed on casework interiors only, as specified below. Utilization of TFM on any exterior casework surfaces, including door and drawer faces and finished ends, will not be permitted.)
- D. Laminate Color Selection: Maximum 1 color per unit face and 5 colors per project. (See Color Selection in section 3.05).
- E. Edging Materials:
 - 1. 3mm PVC banding, machine applied and machine profiled to 1/8 inch radius.
- F.

2.03 SPECIALTY ITEMS

- A. Support Members:
 - 1. Countertop support brackets: Epoxy powder coated, 11 gauge steel with integral cleat mount opening and wire management opening.
 - 2. Undercounter support frames: Epoxy powder coated.
- B. Miscellaneous Shelving not Integral with Casework
 - 1. Shelf Material: 3/4 inch thick certified particleboard core.
 - 2. Laminate: High pressure decorative laminate VGS (0.028 thickness) on both faces.
 - 3. Edgebanding: 3mm PVC banding, machine applied and machine profiled to 1/8 inch radius.
 - 4. Shelf Standards and Brackets: KV #87 standards and #187 brackets, or equal.

2.04 CABINET HARDWARE

- A. Hinges:
 - 1. Five knuckle, epoxy powder coated, institutional grade, 2-3/4 inch overlay type with hospital tip. 0.095 inch thick. ANSI-BHMA standard A156.9, Grade 1.
 - a. Magnetic door catch with maximum 5 pound pull provided, attached with screws and slotted for adjustment.
 - b. Hinges: Concealed 120-degree swing, self-closing, clip-on style.
 - 1) Doors up to 34 inches in height have 2 hinges per door.
 - 2) Doors 35 inches to 62 inches in height have 3 hinges per door.
 - 3) Doors 63 inches to 80 inches in height have 4 hinges per door.
 - 4) All doors have rubber bumpers.
- B. Pulls:
 - 1. Select from the TMI Vendor Stock Pull Program.
 - a. Metal Wire Pull (Finish option: Satin Chrome)
 - 2. All pulls with 96mm spacing on screws. Pull designs shall comply with the Americans with Disability Act (ADA).
- C. Drawer Slides:
 - 1. Regular, knee space and pencil: 100-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature. Paper storage, 150-pound load rated epoxy coated steel slides.
 - 2. File: Full extension, 150-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature.
- D. Adjustable Shelf Supports:

1. Injection molded transparent polycarbonate friction fit into cabinet end panels and vertical dividers, adjustable on 32mm centers. Each shelf support has 2 integral support pins, 5mm diameter, to interface pre-drilled holes, and to prevent accidental rotation of support. The support automatically adapts to 3/4 inch or 1 inch thick shelving and provides non-tip feature for shelving. Supports may be field fixed if desired. Structural load to 1200 pounds (300 pounds per support) without failure.
- E. Locks:
 1. Drawer Lock: Olympus Lock Inc. T37: T-Bolt Drawer Lock, No Substitution accepted.
 2. Cabinet Lock: Olympus Lock Inc. DCN: Cam Lock and accessories, No Substitution accepted.
 3. Rekeyable core, Masterkeying, pin tumbler, 2 reversible cams style lock with strike.
 4. Elbow catch or chain bolt used to secure inactive door on all locked cabinets.
- F. Coat Rods: 1 inch diameter, 14-gauge chrome plated steel installed in captive mounting hardware.
- G. Counter Support Bracket: Epoxy powder coated, 11 gauge steel with integral cleat mount opening and wire management opening. Provide where required and indicated on drawings.

2.05 FABRICATION:

- A. Complete fabrication, including assembly, finishing, and hardware application, before shipment to project site to maximum extent possible.
 1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled.
 2. Insert dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting.
 3. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on shop drawings before disassembling for shipment.
- B. Factory cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items.
- C. Fabricate casework, countertops and related products to dimensions, profiles, and details shown.
- D. All casework panel components must go through a supplemental sizing process after cutting, producing a panel precisely finished in size and square to within 0.010 inches, ensuring strict dimensional quality and structural integrity in the final fabricated product.
- E. Cabinet Body Construction:
 1. Tops and bottoms are glued and doweled to cabinet sides and internal cabinet components such as fixed horizontals, rails and verticals. Minimum of 8 dowels each joint for 39 inch deep cabinets, minimum 6 dowels each joint for 24 inch deep cabinets and a minimum of 4 dowels each joint for 12 inch deep cabinets. (Mechanical or metal hardware fasteners joining cabinet top and bottom panels to the sides will not be accepted.)
 - a. Tops, bottoms and sides of all cabinets are Certified particleboard core.
 2. Cabinet backs: 1/4 inch thick medium density fiberboard panel fully captured by the cabinet top, bottom and side panels. Finish to match cabinet interior. 3/4 inch x 4 inch particleboard rails will be placed behind the back panel at the top and bottom, and doweled to the sides utilizing 10mm hardwood fluted dowels. A third intermediate rail will be included on all cabinets taller than 56 inches. Utilize hot melt glue to further secure back and increase overall strength.
 - a. Exposed back on fixed or movable cabinets: 3/4 inch thick Certified particleboard with the exterior surface finished in VGS laminate as selected.
 3. Fixed base and tall units have an individual factory-applied base, constructed of 3/4 inch thick plywood. Base is 102mm (nominal 4 inch) high unless otherwise indicated on the drawings.

4. Base units, except sink base units: Full sub-top glued and doweled to cabinet sides. (Mechanical or metal hardware fasteners joining cabinet sub-top panel to the sides will not be accepted.)
 - a. Sink base units are provided with open top and a stretcher at the front, attached to the sides. Back to be split removable access panel.
 5. Side panels and vertical dividers shall receive adjustable shelf hardware at 32mm line boring centers. Mount door hinges, drawer slides and pull-out shelves in the line boring for consistent alignment.
 6. Exposed and semi exposed edges.
 - a. Edging: 3mm ABS/PVC machine applied and machine profiled to 1/8 inch radius.
 7. Adjustable Shelves in Cabinets
 - a. Core: Certified Particleboard.
 - b. Core Thickness: 3/4 inch up to 36 inches wide, 1 inch over 36 inches wide.
 - c. Edge: 3mm ABS/PVC on Front Edge Only.
 8. Interior finish, units with open Interiors:
 - a. Top, bottom, back, sides, horizontal and vertical members, and adjustable shelving faces with high-pressure decorative VGS laminate. Use of TFM on exposed open interiors will not be permitted.
 9. Interior finish, units with closed Interiors:
 - a. Top, bottom, back, sides, horizontal and vertical members, and adjustable shelving faces with TFM Thermally Fused Melamine laminate.
 10. Exposed ends:
 - a. Faced with high-pressure decorative VGS laminate. Use of TFM on exposed ends will not be permitted.
 11. Wall unit bottom:
 - a. Faced with thermally fused melamine laminate.
 12. Balanced construction of all laminated panels is mandatory. Unfinished core stock
 13. surfaces, even on concealed surfaces (excluding edges), are not permitted.
- F. Drawers:
1. Sides, back and sub front: Minimum 1/2 inch thick particleboard, laminated with TFM Thermally Fused Melamine, doweled and glued into sides. Top edge banded with 1mm PVC.
 2. Drawer bottom: Minimum 1/2 inch thick particleboard laminated with TFM Thermally Fused Melamine, screwed directly to the bottom edges of drawer box.
- G. Door/Drawer Fronts:
1. Core: 3/4 inch thick Certified particleboard.
 2. High-pressure decorative VGS laminate exterior, balanced with high-pressure cabinet liner CLS. Use of TFM on exterior or interior surfaces of door/drawer fronts will not be permitted.
 3. Edges: 3mm ABS/PVC, machine applied, external edges and outside corners machine profiled to 1/8 inch radius.
 4. Provide double doors in opening in excess of 24 inches wide.
 5. Provide 2 hinges for each door up to 48 inches in height and 3 hinges for each door over 48 inches in height.
 6. Padlock eyelets and label holder included at Music Instrument Cabinets. Epoxy powder coated.
- H. Miscellaneous Shelving (not in Cabinets):
1. Core material: 1 inch thick Certified particleboard.
 2. High-pressure decorative VGS laminate on both faces.
 3. Edges: 3mm ABS/PVC, external edges and outside corners machine profiled to 1/8 inch radius.
- I. Decorative Laminate Countertops:

1. Core:
 - a. All countertops: 1 inch thick ANSI A208.1-1993 M-2 Certified particleboard.
2. Surface: High-pressure decorative HGS/HGP laminate with balanced backer sheeting.
3. Edges, including applied backsplash: 3mm ABS/PVC, exposed edges and corners machine profiled to 1/8 inch radius. Edges are machine applied with water based low Volatile Organic Compound (VOC), non-toxic, PVA adhesive.
4. All countertops joints must be dry fit at the factory to check for consistency in color from one panel to the other and overall finished panel thickness, resulting in a high quality product easy to install.
5. Unfinished core surfaces, even on concealed surfaces (excluding edges), will not be permitted.
6. Provide tops in as long as practical continuous lengths. Provide field glued splines at joints, with not joints closer than 24 inches on either side of sink cutouts.
7. Scribe backsplash to wall for tight fit.

PART 3- EXECUTION

3.01 INSPECTION:

- A. The casework contractor must examine the job site and the conditions under which the work under this section is to be performed, and notify the building owner in writing of unsatisfactory conditions. Do not proceed with work under this Section until satisfactory conditions have been corrected in a manner acceptable to the installer.

3.02 PREPARATION:

- A. Condition casework to average prevailing humidity conditions in installation areas prior to installing.

3.03 INSTALLATION:

- A. Erect casework, plumb, level, true and straight with no distortions. Shim as required. Where laminate clad casework abuts other finished work, scribe and cut to accurate fit.
- B. Adjust casework and hardware so that doors and drawers operate smoothly without warp or bind.
- C. Repair minor damage per plastic laminate manufacturer's recommendations.
- D. Provide final protection and maintain environmental conditions in a manner acceptable to manufacturer and installer which insures that without damage or deterioration at the time of substantial completion.
- E. Install cabinets without distortion so that doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide easy operation.
- F. Anchor countertops securely to base units and other support systems as indicated.
- G. Install miscellaneous accessories per manufacturer's instructions using fasteners appropriate to substrate and recommended by manufacturer. Install units plumb and level, firmly anchored, in locations indicated on drawings.

3.04 CLEANING:

- A. Remove and dispose of all packing materials and related construction debris.
- B. Clean cabinets inside and out. Wipe off fingerprints, pencil marks, and surface soil etc., in preparation for final cleaning by the building owner.

3.05 COLOR SELECTION:

- A. Laminate Color Selection:
 1. Selected from the full range of standard Wilsonart® and Formica® stock color charts.
 2. Thermally fused melamine laminate matched to White color.

- B. Hardware Color Selection:
 - 1. Hinge: Chrome.
 - 2. Pulls: Select from design specific finish options available in the TMI Vendor Stock Pull Program.
 - 3. Miscellaneous Hardware (support brackets, etc.): Epoxy powder coating color: Black.
- C. PVC Edge Banding Color Selection:
 - 1. 3mm PVC: Selected from the TMI Vendor Stock PVC Program, solid colors matched to Wilsonart® and Formica® laminates.

END OF SECTION

SECTION 22 05 53

IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates.
- B. Tags.
- C. Stencils.
- D. Pipe Markers.
- E. Ceiling Tacks.

1.02 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; The American Society of Mechanical Engineers; 2007.

1.03 SUBMITTALS

- A. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
- B. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- C. Product Data: Provide manufacturers catalog literature for each product required.
- D. Samples: Submit two labels; tags in size.
- E. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
- F. Project Record Documents: Record actual locations of tagged valves.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Brady Corporation: www.bradycorp.com.
- B. Champion America, Inc: www.Champion-America.com.
- C. Seton Identification Products: www.seton.com/aec.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 NAMEPLATES

- A. Description: Laminated three-layer plastic with engraved letters.
 - 1. Letter Color: Black.
 - 2. Letter Height: 1/2 inch.
 - 3. Background Color: Yellow.

2.03 TAGS

- A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter or square.
- B. Metal Tags: Brass, aluminum, or stainless steel with stamped letters; tag size minimum 1-1/2 inch diameter or square with smooth edges.
- C. Chart: Typewritten letter size list in anodized aluminum frame.

2.04 STENCILS

- A. Stencils: With clean cut symbols and letters of following size:
 - 1. 3/4 to 1-1/4 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 1/2 inch high letters.
 - 2. 1-1/2 to 2 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 3/4 inch high letters.

3. 2-1/2 to 6 inch Outside Diameter of Insulation or Pipe: 12 inch long color field, 1-1/4 inch high letters.
 4. 8 to 10 inch Outside Diameter of Insulation or Pipe: 24 inch long color field, 2-1/2 inch high letters.
 5. Over 10 inch Outside Diameter of Insulation or Pipe: 32 inch long color field, 3-1/2 inch high letters.
 6. Ductwork and Equipment: 2-1/2 inch high letters.
- B. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors conforming to ASME A13.1.

2.05 PIPE MARKERS

- A. Comply with ASME A13.1.
- B. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.
- C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- D. Underground Plastic Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

2.06 CEILING TACKS

- A. Description: Steel with 3/4 inch diameter color coded head.
- B. Color code as follows:
 1. HVAC Equipment: Yellow.
 2. Fire Dampers and Smoke Dampers: Red.
 3. Plumbing Valves: Green.
 4. Heating/Cooling Valves: Blue.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 90 00 for stencil painting.

3.02 INSTALLATION

- A. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Apply stencil painting in accordance with Section 09 90 00.
- D. Install plastic pipe markers in accordance with manufacturer's instructions.
- E. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.
- G. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates or stencil painting. Small devices, such as in-line pumps, may be identified with tags.
- H. Identify control panels and major control components outside panels with plastic nameplates.
- I. Identify thermostats relating to terminal boxes or valves with nameplates.
- J. Identify valves in main and branch piping with tags.

- K. Identify air terminal units and radiator valves with numbered tags.
- L. Tag automatic controls, instruments, and relays. Key to control schematic.
- M. Identify piping, concealed or exposed, with plastic pipe markers or plastic tape pipe markers. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.
- N. Identify ductwork with plastic nameplates or stenciled painting. Identify with air handling unit identification number and area served. Locate identification at air handling unit, at each side of penetration of structure or enclosure, and at each obstruction.
- O. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

SECTION 22 07 19
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Jackets and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 07 84 00 - Firestopping.
- C. Section 22 10 05 - Plumbing Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.
- B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2010.
- C. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2010.
- D. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus; 2010.
- E. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement; 2007.
- F. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement; 2007.
- G. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- H. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2011.
- I. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2012.
- J. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation; 2012.
- K. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2011be1.
- L. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System); 2010.
- M. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation; 2012a.
- N. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008.
- O. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2007.
- P. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics; 2006.
- Q. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- R. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- S. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.

- T. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- B. Samples: Submit two samples of any representative size illustrating each insulation type.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum 3 years of experience, or and approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.07 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 GLASS FIBER

- A. Manufacturers:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation; : www.certainteed.com.
 - 5. Substitutions: See Gilbane Project Manual.
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
 - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum service temperature: 850 degrees F; 1200 degrees F; 1600 degrees F.
 - 3. Maximum moisture absorption: 0.2 percent by volume.
- C. Insulation: ASTM C547 ; semi-rigid, noncombustible, end grain adhered to jacket.
 - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum service temperature: 650 degrees F.
 - 3. Maximum moisture absorption: 0.2 percent by volume.
- D. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- F. Vapor Barrier Lap Adhesive:
 - 1. Compatible with insulation. Low VOC compliant (LEED).
- G. Insulating Cement/Mastic:

1. ASTM C195; hydraulic setting on mineral wool.
- H. Fibrous Glass Fabric:
 1. Cloth: Untreated; 9 oz/sq yd weight.
 2. Blanket: 1.0 lb/cu ft density.
 3. Weave: 5x5; 10x10; or 10x20.
- I. Indoor Vapor Barrier Finish:
 1. Cloth: Untreated; 9 oz/sq yd weight.
 2. Vinyl emulsion type acrylic, compatible with insulation, black or white color. Low VOC compliant (LEED).
- J. Outdoor Vapor Barrier Mastic:
 1. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color. Low VOC compliant (LEED).
- K. Outdoor Breather Mastic:
 1. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color. Low VOC compliant (LEED).
- L. Insulating Cement:
 1. ASTM C449/C449M. Low VOC compliant (LEED).

2.03 CELLULAR GLASS

- A. Manufacturers:
 1. Pittsburgh Corning Corporation: www.foamglasinsulation.com.
 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Insulation: ASTM C552, Grade 1.
 1. 'K' value: 0.37 at 100 degrees F.
 2. Service Temperature: Up to 900 degrees F.
 3. Water Vapor Permeability: 0.005 perm inch.
 4. Water Absorption: 0.2 percent by volume, maximum.

2.04 EXPANDED POLYSTYRENE

- A. Manufacturers:
- B. Insulation: ASTM C578; rigid closed cell.
 1. 'K' value: 0.23 at 75 degrees F.
 2. Maximum service temperature: 165 degrees F.
 3. Maximum water vapor permeance: 5.0 perms

2.05 EXPANDED PERLITE

- A. Manufacturers:
 1. Schundler Company: www.schundler.com.
- B. Insulation: ASTM C610, molded.
 1. Maximum service temperature: 1200 degrees F.
 2. Maximum water vapor transmission: 0.1 perm.

2.06 POLYISOCYANURATE CELLULAR PLASTIC

- A. Insulation Material: ASTM C591, rigid molded modified polyisocyanurate cellular plastic.
 1. Dimension: Comply with requirements of ASTM C585.
 2. 'K' value: 0.18 at 75 degrees F, when tested in accordance with ASTM C518.
 3. Minimum Service Temperature: -70 degrees F.
 4. Maximum Service Temperature: 300 degrees F.
 5. Water Absorption: 0.5 percent by volume, maximum, when tested in accordance with ASTM D2842..
 6. Moisture Vapor Transmission: 4.0 perm in.

7. Connection: Waterproof vapor barrier adhesive. Low VOC compliant (LEED).

2.07 POLYETHYLENE

- A. Manufacturers:
 1. Armacell LLC: www.armacell.us.
- B. Insulation: Flexible closed-cell polyethylene tubing, slit lengthwise for installation, complying with applicable requirements of ASTM D1056.
 1. 'K' value: ASTM C177; 0.25 at 75 degrees F.
 2. Maximum Service Temperature: 200 degrees F.
 3. Density: 2 lb/cu ft.
 4. Maximum Moisture Absorption: 1.0 percent by volume.
 5. Moisture Vapor Permeability: 0.05 perm inch, when tested in accordance with ASTM E96/E96M.
 6. Connection: Contact adhesive. Low VOC compliant (LEED).

2.08 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
 1. Armacell LLC: www.armacell.us.
 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C 534 Grade 3; grade 2; grade 1 use molded tubular material wherever possible.
 1. Minimum Service Temperature: -40 degrees F.
 2. Maximum Service Temperature: 220 degrees F.
 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation. Low VOC compliant (LEED).

2.09 JACKETS

- A. PVC Plastic.
 1. Manufacturers:
 - a. Johns Manville Corporation: www.jm.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
 2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: 0 degrees F.
 - b. Maximum Service Temperature: 150 degrees F.
 - c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
 - d. Thickness: 20 mil; 30 mil.
 - e. Connections: Brush on welding adhesive, tacks, pressure sensitive color matching vinyl tape.
 3. Covering Adhesive Mastic:
 - a. Compatible with insulation. Low VOC compliant (LEED).
- B. ABS Plastic:
 1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: -40 degrees F.
 - b. Maximum Service Temperature of 180 degrees F.
 - c. Moisture Vapor Permeability: 0.012 perm inch, when tested in accordance with ASTM E96/E96M.
 - d. Thickness: 30 mil.
 - e. Connections: Brush on welding adhesive. Low VOC compliant (LEED).
- C. Canvas Jacket: UL listed 6 oz/sq yd plain weave cotton fabric treated with dilute fire retardant lagging adhesive.

1. Lagging Adhesive:
 - a. Compatible with insulation. Low VOC compliant (LEED).
- D. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
 1. Thickness: 0.016 inch, 0.020 inch sheet.
 2. Finish: Smooth, embossed.
 3. Joining: Longitudinal slip joints and 2 inch laps.
 4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
 5. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.
 6. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.
- E. Stainless Steel Jacket: ASTM A 666, Type 304 or 316 stainless steel.
 1. Thickness: 0.010 inch.
 2. Finish: Smooth.
 3. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- E. Glass fiber insulated pipes conveying fluids below ambient temperature:
 1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- F. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- G. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- H. Glass fiber insulated pipes conveying fluids above ambient temperature:
 1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- I. Inserts and Shields:
 1. Application: Piping 1-1/2 inches diameter or larger.
 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 3. Insert location: Between support shield and piping and under the finish jacket.
 4. Insert configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 5. Insert material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.

- J. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.
- K. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.
- L. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping.
- M. Buried Piping: Provide factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with one mil thick aluminum foil sandwiched between three layers of bituminous compound; outer surface faced with a polyester film.
- N. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.03 SCHEDULES

3.04 INTERIOR INSULATION APPLICATION SCHEDULE

- A. Service: Domestic hot, recirculated hot water and solar piping.
 - 1. Operating Temperature: 60 to 140 deg F.
 - 2. Insulation Material: Flexible elastomeric or glass fiber.
 - 3. Insulation Thickness: Apply the following insulation thicknesses:
 - a. Pipe, All Sizes: 1.0 inch.
 - 4. Jacket: None.
 - 5. Vapor Retarder Required: No.
 - 6. Finish: None.
- B. Service: Domestic cold water.
 - 1. Operating Temperature: 35 to 60 deg F.
 - 2. Insulation Material: Flexible elastomeric or glass fiber.
 - 3. Insulation Thickness: Apply the following insulation thicknesses:
 - a. Pipe, 1" or less: 0.5 inch.
 - b. Pipe, 1¼" to 2" : 0.5 inch.
 - c. Pipe, 2-1/2" to 4": 1.0 inch.
 - d. Pipe, 5" and up : 1.0 inch.
 - 4. Jacket: Foil and paper.
 - 5. Vapor Retarder Required: Yes.
 - 6. Finish: None.
- C. Service: Rainwater conductors.
 - 1. Operating Temperature: 32 to 100 deg F.
 - 2. Insulation Material: Mineral fiber.
 - 3. Insulation Thickness: Apply the following insulation thicknesses:
 - a. Pipe, 3" and up: 1.0 inch.
 - 4. Jacket:
 - a. Concealed Piping - None
 - b. Exposed Piping - PVC
 - 5. Vapor Retarder Required: Yes.
 - 6. Finish: None.
- D. Service: Roof drain bodies.
 - 1. Operating Temperature: 32 to 100 deg F.
 - 2. Insulation Material: Mineral fiber.

3. Insulation Thickness: 1.0 inch.
4. Jacket:
 - a. Concealed - None
 - b. Exposed - PVC
5. Vapor Retarder Required: Yes.
6. Finish: None
- E. Service: Sanitary waste piping where heat tracing is installed.
 1. Operating Temperature: 35 to 100 deg F.
 2. Insulation Material: Mineral fiber.
 3. Insulation Thickness: Apply the following insulation thicknesses:
 - a. Pipe, 3" and up: 1.0 inch.
 4. Jacket: Aluminum.
 5. Vapor Retarder Required: Yes.
 6. Finish: None.
- F. Service: Condensate drain piping.
 1. Operating Temperature: 35 to 75 deg F.
 2. Insulation Material: Flexible elastomeric.
 3. Insulation Thickness: 0.5 inch.
 4. Jacket: None.
 5. Vapor Retarder Required: Yes.
 6. Finish: None.
- G. Service: Exposed sanitary drains and domestic water supplies and stops for fixtures for the disabled.
 1. Operating Temperature: 35 to 120 deg F.
 2. Insulation Material: Molded closed cell vinyl.
 3. Insulation Thickness: 3/16 inch.
 4. Vapor Retarder Required: No.
 5. Finish: None.

3.05 EXTERIOR INSULATION APPLICATION SCHEDULE

- A. This application schedule is for aboveground insulation outside the building. Loose-fill insulation, for belowground piping, is specified in Division 2 piping distribution Sections.
- B. Service: Domestic water.
 1. Operating Temperature: 60 to 180 deg F.
 2. Insulation Material: Cellular glass, with jacket
 3. Insulation Thickness: Apply the following insulation thicknesses:
 - a. Pipe, 1" or less: 2.0 inch.
 - b. Pipe, 1-1/4" and larger: 2.0 inch.
 4. Jacket: Aluminum.
 5. Vapor Retarder Required: No.
 6. Finish: None.
- C. Service: Storm water.
 1. Operating Temperature: 32 to 100 deg F.
 2. Insulation Material: Flexible elastomeric.
 3. Insulation Thickness: Apply the following insulation thicknesses:
 - a. Pipe, 1-1/4" to 2": 0.5 inch.
 - b. Pipe, 2-1/2" and up: 1.0 inch.
 4. Field-Applied Jacket: Aluminum.
 5. Vapor Retarder Required: Yes.
 6. Finish: None.

END OF SECTION

SECTION 22 10 05
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for piping systems.
 - 1. Sanitary sewer.
 - 2. Domestic water.
 - 3. Flanges, unions, and couplings.
 - 4. Pipe hangers and supports.
 - 5. Valves.
 - 6. Check.

1.02 RELATED REQUIREMENTS

- A. Section 31 23 23 - Fill.
- B. Section 09 90 00 - Painting and Coating.

1.03 REFERENCE STANDARDS

- A. ANSI Z21.22 - American National Standard for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems; 1999, and addenda A&B (R2004).
- B. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; The American Society of Mechanical Engineers; 2005.
- C. ASME B16.3 - Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers; 1998 (R2006).
- D. ASME B16.4 - Gray Iron Threaded Fittings; The American Society of Mechanical Engineers; 1998 (R2006).
- E. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2001 (R2005) (ANSI B16.18).
- F. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2001 (R2005).
- G. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings - DWV; The American Society of Mechanical Engineers; 2002.
- H. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes; The American Society of Mechanical Engineers; 2006.
- I. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV; The American Society of Mechanical Engineers; 2001.
- J. ASME B31.1 - Power Piping; The American Society of Mechanical Engineers; 2004 (ANSI/ASME B31.1).
- K. ASME B31.2 - Fuel Gas Piping; The American Society of Mechanical Engineers; 1968.
- L. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers; 2004 (ANSI/ASME B31.9).
- M. ASME (BPV IX) - Boiler and Pressure Vessel Code, Section IX - Welding and Brazing Qualifications; The American Society of Mechanical Engineers; 2004.
- N. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999 (Reapproved 2004).
- O. ASTM A 53/A 53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2005.
- P. ASTM A 74 - Standard Specification for Cast Iron Soil Pipe and Fittings; 2005.

- Q. ASTM A 234/A 234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2005a.
- R. ASTM B32 - Standard Specification for Solder Metal; 2004.
- S. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes; 2002.
- T. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes; 1998 (Reapproved 2004).
- U. ASTM B68 - Standard Specification for Seamless Copper Tube, Bright Annealed; 2002.
- V. ASTM B75 - Standard Specification for Seamless Copper Tube; 2002.
- W. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2003.
- X. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2005.
- Y. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service; 2003.
- Z. ASTM B 302 - Standard Specification for Threadless Copper Pipe, Standard Sizes; 2002.
- AA. ASTM B306 - Standard Specification for Copper Drainage Tube (DWV); 2002.
- AB. ASTM C 14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe; 2005a.
- AC. ASTM C 14M - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe (Metric); 2005a.
- AD. ASTM C 76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe; 2005b.
- AE. ASTM C 76M - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric); 2005b.
- AF. ASTM C425 - Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings; 2004.
- AG. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets; 2005a.
- AH. ASTM C 443M - Standard Specification for Joints for Circular Concrete Culvert and Sewer Pipe, Using Rubber Gaskets (Metric); 2005a.
- AI. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings; 2003a.
- AJ. ASTM D 1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2005.
- AK. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems; 2004.
- AL. ASTM D 2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings; 2004a.
- AM. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings; 1996 (Reapproved 2002).
- AN. ASTM D 3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings; 2004a.
- AO. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe; 2002.
- AP. ASTM F 679 - Standard Specification for Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings; 2006.
- AQ. ASTM F 708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 1992 (Reapproved 2004).

- AR. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; American Water Works Association; 2005 (ANSI/AWWA C105/A21.5).
- AS. AWWA C110/A21.10 - American National Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. (75 mm Through 1200 mm), for Water and Other Liquids; American Water Works Association; 2003.
- AT. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings; American Water Works Association; 2000 (ANSI/AWWA C111/A21.11).
- AU. AWWA C151/A21.51 - Ductile-Iron Pipe, Centrifugally Cast, for Water; American Water Works Association; 2002 (ANSI/AWWA C151/A21.51).
- AV. AWWA C651 - Disinfecting Water Mains; American Water Works Association; 2005 (ANSI/AWWA C651).
- AW. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste and Vent Piping Applications; Cast Iron Soil Pipe Institute; 2005.
- AX. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications; Cast Iron Soil Pipe Institute; 2004
- AY. MSS SP-58 - Pipe Hangers and Supports - Materials, Design and Manufacture; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2002.
- AZ. MSS SP-67 - Butterfly Valves; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2002a.
- BA. MSS SP-69 - Pipe Hangers and Supports - Selection and Application; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2003.
- BB. MSS SP-70 - Cast Iron Gate Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2006.
- BC. MSS SP-71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2005.
- BD. MSS SP-78 - Cast Iron Plug Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2005a.
- BE. MSS SP-80 - Bronze Gate, Globe, Angle and Check Valves; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2003.
- BF. MSS SP-85 - Cast Iron Globe & Angle Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2002.
- BG. MSS SP-89 - Pipe Hangers and Supports - Fabrication and Installation Practices; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2003.
- BH. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 1996.
- BI. NFPA 58 - Liquefied Petroleum Gas Code; National Fire Protection Association; 2004.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with State of DE, standards.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Welding Materials and Procedures: Conform to ASME (BPV IX) and applicable state labor regulations.

- D. Welders Certification: In accordance with ASME (BPV IX).
- E. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.06 REGULATORY REQUIREMENTS

- A. Perform Work in accordance with code.
- B. Conform to applicable code for installation of backflow prevention devices.
- C. Provide certificate of compliance from authority having jurisdiction indicating approval of installation of backflow prevention devices.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Do not install underground piping when bedding is wet or frozen.

1.09 EXTRA MATERIALS

- A. See Section 01 60 00 - Project Requirements, for additional provisions.
- B. Provide two repacking kits for each size valve.

PART 2 PRODUCTS

2.01 SANITARY SEWER PIPING, BURIED BEYOND 5 FEET OF BUILDING

- A. Cast Iron Pipe: ASTM A 74 extra heavy or service weight.
 - 1. Fittings: Cast iron.
 - 2. Joint Seals: ASTM C564 neoprene gaskets, or lead and oakum.
- B. PVC Pipe: ASTM D3034 SDR 35.
 - 1. Fittings: PVC.
 - 2. Joints: Push-on, using ASTM F477 elastomeric gaskets.
- C. PVC Pipe: ASTM D2665 or ASTM D3034.
 - 1. Fittings: PVC.
 - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.
- D. Concrete Pipe: Nonreinforced, ASTM C14 (ASTM C14M) Class 1.
 - 1. Fittings: Concrete, as specified for pipe.
 - 2. Joints: Elastomeric gaskets; ASTM C443 (ASTM C443M).
- E. Concrete Pipe: Reinforced, ASTM C 76 (ASTM C 76M) Class I, Wall type A; Class I, Wall type B; Class II, Wall type A; Class II, Wall type B; Class II, Wall type C; Class III, Wall type A; Class III, Wall type B; Class III, Wall type C, Class IV, Wall type A; Class IV, Wall type B; Class IV, Wall type C; Class C, Wall type A; Class V, Wall type B, or Class V, Wall type C, mesh reinforcement or bar reinforcement.
 - 1. Fittings: Concrete, as specified for pipe.
 - 2. Joints: Elastomeric gaskets; ASTM C443 (ASTM C443M).
- F. Copper Tube: ASTM B306, DWV.
 - 1. Fittings: ASME B16.23, cast bronze, or ASME B16.29, wrought copper.
 - 2. Joints: ASTM B32, alloy Sn50 solder.
- G. Copper Tube: ASTM B 88 (ASTM B 88M), Type K (A) or L (B) annealed.

1. Fittings: ASME B16.23, cast bronze, or ASME B16.29, wrought copper.
2. Joints: ASTM B32, alloy Sn50 solder.

2.02 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET OF BUILDING

- A. Cast Iron Pipe: ASTM A 74 extra heavy or service weight.
 1. Fittings: Cast iron.
 2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564 neoprene gaskets or lead and oakum.
- B. Cast Iron Pipe: CISPI 301, hubless.
 1. Fittings: Cast iron.
 2. Joints: CISPI 310, neoprene gasket and stainless steel clamp and shield assemblies.
- C. Copper Tube: ASTM B306, DWV.
 1. Fittings: ASME B16.23, cast bronze, or ASME B16.29, wrought copper.
 2. Joints: ASTM B32, alloy Sn50 solder.
- D. Copper Tube: ASTM B 88 (ASTM B 88M), Type K (A); L (B).
 1. Fittings: ASME B16.23, cast bronze, or ASME B16.29, wrought copper.
 2. Joints: ASTM B32, alloy Sn50 solder.
- E. PVC Pipe: ASTM D2665 or ASTM D3034.
 1. Fittings: PVC.
 2. Joints: Solvent welded, with ASTM D2564 solvent cement.
- F. PVC Pipe: ASTM D2665, ASTM D3034, or ASTM F679.
 1. Fittings: PVC.
 2. Joints: Push-on, using ASTM F477 elastomeric gaskets.

2.03 SANITARY SEWER PIPING, ABOVE GRADE

- A. Cast Iron Pipe: ASTM A74, service weight.
 1. Fittings: Cast iron.
 2. Joint Seals: ASTM C564 neoprene gaskets, or lead and oakum.
- B. Cast Iron Pipe: CISPI 301, hubless, service weight.
 1. Fittings: Cast iron.
 2. Joints: CISPI 310, neoprene gaskets and stainless steel clamp-and-shield assemblies.
- C. Copper Tube: ASTM B306, DWV.
 1. Fittings: ASME B16.29, wrought copper, or ASME B16.32, sovent.
 2. Joints: ASTM B32, alloy Sn50 solder.
- D. Copper Tube: ASTM B88 (ASTM B88M), Type K (A).
 1. Fittings: ASME B16.29, wrought copper, or ASME B16.32, sovent.
 2. Joints: ASTM B32, alloy Sn50 solder.
- E. Copper Pipe: ASTM B 42 or ASTM B 302.
 1. Fittings: ASME B16.23, cast bronze, or ASME B16.29, wrought copper.
 2. Joints: ASTM B32, alloy Sn50 solder.
- F. Brass Pipe: ASTM B43, chrome plated.
 1. Fittings: ASME B16.23, cast bronze, chrome plated.
 2. Joints: Mechanical compression.
- G. Steel Pipe: ASTM A 53/A 53M Schedule 40, galvanized.
 1. Cast Iron Fittings: ASME B16.1, flanges and fittings; ASME B16.4, threaded fittings.
 2. Malleable Iron Fittings: ASME B16.3, screwed type.
 3. Malleable Iron Fittings: ASTM A 47/A 47M.
 4. Mechanical Grooved Couplings: Malleable iron, galvanized.

2.04 WATER PIPING, BURIED BEYOND 5 FEET OF BUILDING

- A. Ductile Iron Pipe: AWWA C151/A21.51.
 - 1. Fittings: AWWA C110, ductile or gray iron, standard thickness.
 - 2. Joints: AWWA C111/A21.11, rubber gasket with 3/4 inch diameter rods.
- B. Copper Pipe: ASTM B42, hard drawn.
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22 wrought copper and bronze.
 - 2. Joints: ASTM B 32, alloy Sn95 solder.
- C. Copper Pipe: ASTM B42, annealed.
 - 1. Fittings: ASME B16.26, cast bronze.
 - 2. Joints: Flared.
- D. PVC Pipe: AWWA C900.

2.05 WATER PIPING, BURIED WITHIN 5 FEET OF BUILDING

- A. Copper Pipe: ASTM B42, hard drawn.
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22 wrought copper and bronze.
 - 2. Joints: ASTM B 32, alloy Sn95 solder.
- B. Copper Pipe: ASTM B42, annealed.
 - 1. Fittings: ASME B16.26, cast bronze.
 - 2. Joints: Flared.
- C. Ductile Iron Pipe: AWWA C151/A21.51.
 - 1. Fittings: Ductile or gray iron, standard thickness.
 - 2. Joints: AWWA C111/A21.11, rubber gasket with 3/4 inch diameter rods.

2.06 WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B 88 (ASTM B 88M), Type L (B) or K (A), Drawn (H).
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
 - 2. Fittings: Cast iron, coated.
 - 3. Joints: ASTM B32, alloy Sn95 solder.
 - 4. Joints: Grooved mechanical couplings.
- B. Steel Pipe: ASTM A 53/A 53M Schedule 40, galvanized.
 - 1. Fittings: Cast iron.
 - 2. Joints: Grooved mechanical couplings.

2.07 FLANGES, UNIONS, AND COUPLINGS

- A. Unions for Pipe Sizes 3 Inches and Under:
 - 1. Ferrous pipe: Class 150 malleable iron threaded unions.
 - 2. Copper tube and pipe: Class 150 bronze unions with soldered joints.
- B. Flanges for Pipe Size Over 1 Inch:
 - 1. Ferrous pipe: Class 150 malleable iron threaded or forged steel slip-on flanges; preformed neoprene gaskets.
 - 2. Copper tube and pipe: Class 150 slip-on bronze flanges; preformed neoprene gaskets.
- C. Grooved and Shouldered Pipe End Couplings:
 - 1. Housing: Malleable iron clamps to engage and lock, designed to permit some angular deflection, contraction, and expansion; steel bolts, nuts, and washers; galvanized for galvanized pipe.
 - 2. Sealing gasket: "C" shape composition sealing gasket.
- D. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.08 PIPE HANGERS AND SUPPORTS

- A. Plumbing Piping - Drain, Waste, and Vent:

1. Conform to ASME B31.9; ASTM F 708; MSS SP-58; MSS SP-69 or MSS SP-89.
 2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
 3. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
 4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 5. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
 6. Wall Support for Pipe Sizes 4 Inches and Over: Welded steel bracket and wrought steel clamp.
 7. Vertical Support: Steel riser clamp.
 8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 9. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- B. Plumbing Piping - Water:
1. Conform to ASME B31.9; ASTM F 708; MSS SP-58; MSS SP-69 or MSS SP-89..
 2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
 3. Hangers for Cold Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
 4. Hangers for Hot Pipe Sizes 2 Inches to 4 Inches: Carbon steel, adjustable, clevis.
 5. Hangers for Hot Pipe Sizes 6 Inches and Over: Adjustable steel yoke, cast iron pipe roll, double hanger.
 6. Multiple or Trapeze Hangers: Steel channels with welded supports or spacers and hanger rods.
 7. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 Inches and Over: Steel channels with welded supports or spacers and hanger rods, cast iron roll.
 8. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
 9. Wall Support for Pipe Sizes 4 Inches and Over: Welded steel bracket and wrought steel clamp.
 10. Wall Support for Hot Pipe Sizes 6 Inches and Over: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron pipe roll.
 11. Vertical Support: Steel riser clamp.
 12. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 13. Floor Support for Hot Pipe Sizes to 4 Inches: Cast iron adjustable pipe saddle, locknut, nipple, floor flange, and concrete pier or steel support.
 14. Floor Support for Hot Pipe Sizes 6 Inches and Over: Adjustable cast iron pipe roll and stand, steel screws, and concrete pier or steel support.
 15. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

2.09 GATE VALVES

- A. Manufacturers:
1. Conbraco Industries: www.conbraco.com.
 2. Nibco, Inc: www.nibco.com.
 3. Milwaukee Valve Company: www.milwaukeevalve.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Up To and Including 3 Inches:
1. 1, Class 125, bronze body, bronze trim, rising stem, handwheel, inside screw, solid wedge disc, solder or threaded ends.
- C. 2 Inches and Larger:
1. 1, Class 125, iron body, bronze trim, outside screw and yoke, handwheel, solid wedge disc, flanged ends. Provide chain-wheel operators for valves 6 inches and larger mounted over 8 feet above floor.

2.10 GLOBE VALVES

- A. Manufacturers:
 - 1. Conbraco Industries: www.conbraco.com.
 - 2. Nibco, Inc: www.nibco.com.
 - 3. Milwaukee Valve Company: www.milwaukeevalve.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Up To and Including 3 Inches:
 - 1. MSS SP-80, Class 125, bronze body, bronze trim, handwheel, bronze or teflon disc, solder or threaded ends.
- C. 2 Inches and Larger:
 - 1. 1, Class 125, iron body, bronze trim, handwheel, outside screw and yoke, renewable bronze plug-type disc, renewable seat, flanged ends. Provide chain-wheel operators for valves 6 inches and larger mounted over 8 feet above floor.

2.11 BALL VALVES

- A. Manufacturers:
 - 1. Conbraco Industries: www.conbraco.com.
 - 2. Nibco, Inc: www.nibco.com.
 - 3. Milwaukee Valve Company: www.milwaukeevalve.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze, two piece body, chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle, solder or threaded ends with union.

2.12 PLUG VALVES

- A. Manufacturers:
 - 1. Conbraco Industries: www.conbraco.com.
 - 2. Nibco, Inc: www.nibco.com.
 - 3. Milwaukee Valve Company: www.milwaukeevalve.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Construction 2-1/2 Inches and Larger: 1, 175 psi CWP, cast iron body and plug, pressure lubricated, teflon or Buna N packing, flanged ends. Provide lever operator with set screw.
- C. Construction 2-1/2 Inches and Larger: 1, 175 psi CWP, cast iron body and plug, pressure lubricated, teflon or Buna N packing, flanged or grooved ends. Provide lever operator with set screw.

2.13 BUTTERFLY VALVES

- A. Manufacturers:
 - 1. Hammond Valve: www.hammondvalve.com.
 - 2. Crane Valve: www.cranevalve.com.
 - 3. Milwaukee Valve Company: www.milwaukeevalve.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Construction 1-1/2 Inches and Larger: MSS SP-67, 200 psi CWP, cast or ductile iron body, nickel-plated ductile iron, aluminum bronze, or elastomer coated ductile iron disc, resilient replaceable EPDM, Buna N, or EPT seat, wafer ends, extended neck, 10 position lever handle or infinite position lever handle with memory stop.
- C. Provide gear operators for valves 8 inches and larger, and chain-wheel operators for valves mounted over 8 feet above floor.

2.14 SWING CHECK VALVES

- A. Manufacturers:

1. Hammond Valve: www.hammondvalve.com.
 2. Nibco, Inc: www.nibco.com.
 3. Milwaukee Valve Company: www.milwaukeevalve.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Up to 2 Inches:
1. 1, Class 125, bronze body and cap, bronze swing disc with rubber seat, solder or threaded ends.
- C. Over 2 Inches:
1. 1, Class 125, iron body, bronze swing disc, renewable disc seal and seat, flanged or grooved ends.

2.15 SPRING LOADED CHECK VALVES

- A. Manufacturers:
1. Hammond Valve: www.hammondvalve.com.
 2. Milwaukee Valve Company: www.milwaukeevalve.com.
 3. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Class 125, iron body, bronze trim, stainless steel springs, bronze disc, Buna N seals, wafer style ends.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. []
- H. Provide access where valves and fittings are not exposed.
- I. Establish elevations of buried piping outside the building to ensure not less than 2.5 ft of cover.
- J. Install vent piping penetrating roofed areas to maintain integrity of roof assembly.
- K. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- L. Provide support for utility meters in accordance with requirements of utility companies.
- M. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting.
- N. Excavate in accordance with 31 22 00.
- O. Backfill in accordance with Section 31 23 23.

- P. Install bell and spigot pipe with bell end upstream.
- Q. Install valves with stems upright or horizontal, not inverted.
- R. Pipe vents from gas pressure reducing valves to outdoors and terminate in weather proof hood.
- S. Install water piping to ASME B31.9.
- T. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- U. Sleeve pipes passing through partitions, walls and floors. Use standard weight pipe and fire rated packing if assembly is rated. Finish with escuscheon if exposed.
- V. Inserts:
 - 1. Provide inserts for placement in concrete formwork.
 - 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
 - 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
 - 5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut flush with top of slab.
- W. Pipe Hangers and Supports:
 - 1. Install in accordance with ASME B31.9, ASTM F 708, and MSS SP-89.
 - 2. Support horizontal piping as scheduled.
 - 3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
 - 4. Place hangers within 12 inches of each horizontal elbow.
 - 5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 - 6. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
 - 7. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
 - 8. Provide copper plated hangers and supports for copper piping or sheet lead packing between hanger or support and piping.
 - 9. Prime coat exposed steel hangers and supports. Refer to Section 09 90 00. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
 - 10. Provide hangers adjacent to motor driven equipment with vibration isolation.
 - 11. Support cast iron drainage piping at every joint.

3.04 APPLICATION

- A. Use grooved mechanical couplings and fasteners only in accessible locations.
- B. Install unions downstream of valves and at equipment or apparatus connections.
- C. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.
- D. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.
- E. Install globe valves for throttling, bypass, or manual flow control services.
- F. Provide lug end butterfly valves adjacent to equipment when provided to isolate equipment.
- G. Provide spring loaded check valves on discharge of water pumps.
- H. Provide plug valves in propane gas systems for shut-off service.
- I. Provide flow controls in water recirculating systems where indicated.

3.05 ERECTION TOLERANCES

- A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Prior to starting work, verify system is complete, flushed and clean.
- B. Ensure Ph of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
- C. Inject disinfectant, free chlorine in liquid, powder, tablet or gas form, throughout system to obtain 50 to 80 mg/L residual.
- D. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.
- E. Maintain disinfectant in system for 24 hours.
- F. If final disinfectant residual tests less than 25 mg/L, repeat treatment.
- G. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.
- H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

3.07 SERVICE CONNECTIONS

- A. Provide new storm sewer services. Before commencing work check invert elevations required for sewer connections, confirm inverts and ensure that these can be properly connected with slope for drainage and cover to avoid freezing.

3.08 SCHEDULES

- A. Pipe Hanger Spacing:
 - 1. Metal Piping:
 - a. Pipe size: 1/2 inches to 1-1/4 inches:
 - 1) Maximum hanger spacing: 6.5 ft.
 - 2) Hanger rod diameter: 3/8 inches.
 - b. Pipe size: 1-1/2 inches to 2 inches:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 3/8 inch.
 - c. Pipe size: 2-1/2 inches to 3 inches:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 1/2 inch.
 - d. Pipe size: 4 inches to 6 inches:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 5/8 inch.
 - e. Pipe size: 8 inches to 12 inches:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 7/8 inch.
 - f. Pipe size: 14 inches and Over:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 1 inch.
 - 2. Plastic Piping:
 - a. All Sizes:
 - 1) Maximum hanger spacing: 6 ft.
 - 2) Hanger rod diameter: 3/8 inch.

END OF SECTION

SECTION 22 10 06
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hose bibs.
- B. Water hammer arrestors.
- C. Interceptors.
- D. Thermostatic mixing valves.

1.02 RELATED REQUIREMENTS

- A. Section 22 10 05 - Plumbing Piping.
- B. Section 22 40 00 - Plumbing Fixtures.
- C. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

- A. ASME A112.6.3 - Floor and Trench Drains; The American Society of Mechanical Engineers; 2001.
- B. ASME A112.6.4 - Roof, Deck, and Balcony Drains; The American Society of Mechanical Engineers; 2003.
- C. ASSE 1011 - Hose Connection Vacuum Breakers; American Society of Sanitary Engineering; 2004 (ANSI/ASSE 1011).
- D. ASSE 1012 - Backflow Preventer with Intermediate Atmospheric Vent; American Society of Sanitary Engineering; 2002 (ANSI/ASSE 1012).
- E. ASSE 1013 - Reduced Pressure Principle Backflow Preventers and Reduced Pressure Fire Protection Principle Backflow Preventers; American Society of Sanitary Engineering; 2005.
- F. ASSE 1019 - Vacuum Breaker Wall Hydrants, Freeze Resistant Automatic Draining Type; American Society of Sanitary Engineering; 2004 (ANSI/ASSE 1019).
- G. ASTM C 478 - Standard Specification for Precast Reinforced Concrete Manhole Sections; 2006a.
- H. ASTM C 478M - Standard Specification for Precast Reinforced Concrete Manhole Sections (Metric); 2006a.
- I. PDI-WH 201 - Water Hammer Arresters; Plumbing and Drainage Institute; 2006.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
- C. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.
- D. Manufacturer's Instructions: Indicate Manufacturer's Installation Instructions: Indicate assembly and support requirements.
- E. Project Record Documents: Record actual locations of equipment, cleanouts, backflow preventers, and water hammer arrestors .
- F. Operation Data: Indicate frequency of treatment required for interceptors.
- G. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept specialties on site in original factory packaging. Inspect for damage.

1.07 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply for Caesar Rodney School District's use in maintenance of project:
 - 1. 4 loose keys for outside hose bibbs.

PART 2 PRODUCTS

2.01 DRAINS

- A. Manufacturers:
 - 1. Josam Company: www.josam.com.
 - 2. Jay R. Smith Manufacturing Company: www.jayrsmith.com.
 - 3. Zurn Industries, Inc: www.zurn.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Roof Drains:
 - 1. Assembly: ASME A112.6.4.
 - 2. Body: Lacquered or Galvanized cast iron with sump.
 - 3. Strainer: Removable cast bronze dome with vandal proof screws.
 - 4. Accessories: Coordinate with roofing type.
 - a. Membrane flange and membrane clamp with integral gravel stop.
 - b. Adjustable under deck clamp.
 - c. Roof sump receiver.
 - d. Waterproofing flange.
 - e. Controlled flow weir.
 - f. Leveling frame.
 - g. Adjustable extension sleeve for roof insulation.
 - h. Perforated or slotted ballast guard extension for inverted roof.
 - i. Perforated stainless steel ballast guard extension.
- C. Parapet Drains:
 - 1. Lacquered or Galvanized cast iron body with aluminum flashing clamp collar and epoxy coated sloping or nickel bronze grate.
- D. Canopy and Cornice Drains:
 - 1. Lacquered or Galvanized cast iron body with aluminum flashing clamp collar and epoxy coated or nickel bronze flat strainer.
- E. Roof Overflow Drains:
 - 1. Lacquered or galvanized cast iron body and clamp collar and bottom clamp ring; pipe extended to above flood elevation.
- F. Downspout Nozzles:
 - 1. Bronze round with straight or offset bottom section.
- G. Area Drains:
 - 1. Assembly: ASME A112.6.4.
 - 2. Body: Lacquered or Galvanized cast iron with sump.
 - 3. Strainer: Round or Square nickel-bronze.
 - 4. Accessories: Membrane flange and membrane clamp with integral gravel stop, with adjustable extension sleeve (for insulation) and perforated stainless steel ballast guard extension.
- H. Floor Drain

1. ASME A112.6.3; lacquered or galvanized cast iron two piece body with double drainage flange, weep holes, reversible clamping collar, and round, adjustable nickel-bronze strainer and trap primer connection.

2.02 CLEANOUTS

- A. Manufacturers:
 1. Jay R. Smith Manufacturing Company: www.jayrsmith.com.
 2. Josam Company: www.josam.com.
 3. Zurn Industries, Inc: www.zurn.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Cleanouts at Exterior Surfaced Areas (CO-1):
 1. Round cast nickel bronze access frame and non-skid cover.
- C. Cleanouts at Exterior Unsurfaced Areas (CO-2):
 1. Line type with lacquered cast iron body and round epoxy coated gasketed cover.
- D. Cleanouts at Interior Finished Floor Areas (CO-3):
 1. Lacquered or Galvanized cast iron body with anchor flange, reversible clamping collar, threaded top assembly, and round gasketed scored cover in service areas and round or square gasketed depressed cover to accept floor finish in finished floor areas.
- E. Cleanouts at Interior Finished Wall Areas (CO-4):
 1. Line type with lacquered cast iron body and round epoxy coated gasketed cover, and round stainless steel access cover secured with machine screw.
- F. Cleanouts at Interior Unfinished Accessible Areas (CO-5): Calked or threaded type. Provide bolted stack cleanouts on vertical rainwater leaders.

2.03 HOSE BIBBS

- A. Manufacturers:
 1. Jay R. Smith Manufacturing Company: www.jayrsmith.com.
 2. Watts Regulator Company: www.wattsregulator.com.
 3. Zurn Industries, Inc: www.zurn.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 WATER HAMMER ARRESTORS

- A. Manufacturers:
 1. Jay R. Smith Manufacturing Company: www.jayrsmith.com.
 2. Watts Regulator Company: www.wattsregulator.com.
 3. Zurn Industries, Inc: www.zurn.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Water Hammer Arrestors:
 1. Stainless steel or Copper construction, piston type sized in accordance with PDI-WH 201, precharged suitable for operation in temperature range 34 to 250 degrees F and maximum 250 psi working pressure.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.
- C. Encase exterior cleanouts in concrete flush with grade.
- D. Install floor cleanouts at elevation to accommodate finished floor.

- E. Install approved potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibs.
- F. Pipe relief from backflow preventer to nearest drain.
- G. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatories sinks .
- H. Install water hammer arrestors on hot and cold water supply piping to each fixture or group of fixtures (each washroom). Fabricate same size as supply pipe or 3/4 inch minimum, and minimum 18 inches long.

END OF SECTION

SECTION 22 40 00
PLUMBING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water closets.
- B. Urinals.
- C. Lavatories.
- D. Sinks.

1.02 RELATED REQUIREMENTS

- A. Section 07 90 05 - Joint Sealers: Seal fixtures to walls and floors.
- B. Section 22 10 05 - Plumbing Piping.
- C. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

- A. ARI 1010 - Self-Contained, Mechanically-Refrigerated Drinking-Water Coolers; Air-Conditioning and Refrigeration Institute; 2002.
- B. ASME A112.6.1M - Supports for Off-the-Floor Plumbing Fixtures for Public Use; The American Society of Mechanical Engineers; 1997 (Reaffirmed 2002).
- C. ASME A112.18.1 - Plumbing Supply Fittings; The American Society of Mechanical Engineers; 2005.
- D. ASME A112.19.1M - Enameled Cast Iron Plumbing Fixtures; The American Society of Mechanical Engineers; 1994 (R2004).
- E. ASME A112.19.2 - Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals; The American Society of Mechanical Engineers; 2003.
- F. ASME A112.19.3 - Stainless Steel Plumbing Fixtures (Designed for Residential Use); The American Society of Mechanical Engineers; 2000 (R2004).
- G. ASME A112.19.4M - Porcelain Enameled Formed Steel Plumbing Fixtures; The American Society of Mechanical Engineers; 1994 (R2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Samples: Submit two sets of color chips for each standard color.
- D. Manufacturer's Instructions: Indicate installation methods and procedures.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Caesar Rodney School District's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of experience.

1.06 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on site in factory packaging. Inspect for damage.

- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for electric water cooler.

1.09 EXTRA MATERIALS

- A. See Section 01 60 00 - Project Requirements, for additional provisions.
- B. Supply two sets of faucet washers, flush valve service kits, and lavatory supply fittings.

PART 2 PRODUCTS

2.01 FLUSH TANK WATER CLOSETS

- A. Bowl:
 - 1. Manufacturers:
 - a. American Standard Inc: www.americanstandard.com.
 - b. Eljer: www.eljer.com.
 - c. Kohler Company: www.kohlerco.com.
 - d. Zurn industries, Inc: www.zurn.com.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Seat:
 - 1. Manufacturers:
 - a. Bemis Manufacturing Company: www.bemismfg.com.
 - b. Church Seat Company: www.churchseats.com.
 - c. Olsonite: www.olsonite.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Solid black plastic, open front, extended back, self-sustaining hinge, brass bolts, with cover.

2.02 WALL HUNG URINALS

- A. Manufacturers:
 - 1. American Standard Inc www.americanstandard.com.
 - 2. Eljer www.eljer.com.
 - 3. Kohler Company: www.kohlerco.com.
 - 4. Zurn Industries, Inc: www.zurn.com.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Urinal:
 - 1. ASME A112.19.2; vitreous china, wall hung washout urinal with shields, integral trap, removable stainless steel strainer, top spud, steel supporting hanger.
- C. Flush Valve Manufacturers:
 - 1. Coyne & Delany Co: www.coynedelany.com.
 - 2. Sloan Valve Company: www.sloanvalve.com.
 - 3. Zurn Industries, Inc: www.zurn.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Exposed Flush Valve:
 - 1. ASME A112.18.1; exposed chrome plated, diaphragm type with oscillating handle, escutcheon, integral screwdriver stop, vacuum breaker; maximum 1 gallon flush volume.
- E. Carrier:
 - 1. Manufacturers:
 - a. JOSAM Company: www.josam.com.
 - b. Sloan Valve Company: www.sloanvalve.com.

- c. Zurn Industries, Inc: www.zurn.com.
- d. Wade/Tyler Pipe, Inc: www.wadedrains.com.
- e. Substitutions: See Section 01 60 00 - Product Requirements.
- 2. ASME A112.6.1M; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, threaded fixture studs for fixture hanger, bearing studs.

2.03 LAVATORIES

- A. Manufacturers:
 - 1. American Standard Inc: www.americanstandard.com.
 - 2. Eljer: www.eljer.com.
 - 3. Kohler Company: www.kohlerco.com.
 - 4. Zurn industries, Inc: www.zurn.com.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Vitreous China Wall Hung Basin:
 - 1. ASME A112.19.2; vitreous china wall hung lavatory minimum, with 4 inch high back, rectangular basin with splash lip, front overflow, and soap depression.
 - a. Drilling Centers: 4 inch.
 - b. Drilling Centers: 8 inch.
- C. Vitreous China Counter Top Basin:
 - 1. ASME A112.19.2; vitreous china self-rimming counter top lavatory, with drillings on 4 inch or 8 inch centers, front overflow, soap depression, seal of putty, caulking, or concealed vinyl gasket.
- D. Supply Faucet Manufacturers:
 - 1. TOTO, Inc. www.toto.com.
 - 2. Eljer: www.eljer.com.
 - 3. Kohler Company: www.kohlerco.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Metered Faucet:
 - 1. ASME A112.18.1; chrome plated metered mixing faucet with low voltage operated solenoid operator and infrared sensor, aerator and cover plate, open grid strainer.

2.04 SINKS

- A. Manufacturers:
 - 1. American Standard Inc: www.americanstandard.com.
 - 2. Eljer: www.eljer.com.
 - 3. Kohler Company: www.kohlerco.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Single Compartment Bowl:
 - 1. ASME A112.19.3; outside dimensions, 20 gage thick, Type 302; 304; or 316 stainless steel, self rimming and undercoated, with ledge back drilled for trim.
 - a. Drain: 1-1/2 inch stainless steel drain.
 - b. Drain: 3-1/2 inch crumb cup and tailpiece.
- C. Double Compartment Bowl:
 - 1. ASME A112.19.3; outside dimensions 20 gage thick, Type 304 stainless steel, self rimming and undercoated, with ledge back drilled for trim.
 - a. Drain: 1-1/2 inch stainless steel drain.
 - b. Drain: 3-1/2 inch crumb cup and tailpiece.
- D. Enamelled Bowl:
 - 1. ASME A112.19.4M; steel, porcelain enamelled, single compartment, outside dimensions, self-rimming and undercoated, with 3-1/2 inch diameter crumb cup and chromed brass tailpiece, ledge back drilled for trim.

2.05 DRINKING FOUNTAINS

- A. Manufacturers:
 - 1. Elkay Manufacturing Company: www.elkay.com.
 - 2. Halsey Taylor: www.halseytaylor.com.
 - 3. Haws Corporation: www.hawscor.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. See schedule for specifications.

2.06 SERVICE SINKS

- A. Manufacturers:
 - 1. Kohler Company.
 - 2. Elkay Manufacturing Company www.elkay.com.
 - 3. Fiat.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Bowl:
 - 1. White molded stone, floor mounted, with one inch wide shoulders, vinyl bumper guard or stainless steel strainer.
- C. Trim:
 - 1. ASME A112.18.1 exposed wall type supply with cross or lever handles, spout wall brace, vacuum breaker, hose end spout, strainers, eccentric adjustable inlets, integral screwdriver stops with covering caps and adjustable threaded wall flanges.
- D. Accessories:
 - 1. 5 feet of 1/2 inch diameter plain end reinforced plastic or rubber hose.
 - 2. Hose clamp hanger.
 - 3. Mop hanger.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.
- C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

3.02 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.03 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.
- C. Install components level and plumb.
- D. Install and secure fixtures in place with wall supports or wall carriers and bolts.
- E. Seal fixtures to wall and floor surfaces with sealant as specified in Section 07 90 05, color to match fixture.
- F. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.

3.04 INTERFACE WITH WORK OF OTHER SECTIONS

- A. Review millwork shop drawings. Confirm location and size of fixtures and openings before rough-in and installation.

3.05 ADJUSTING

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.06 CLEANING AND PROTECTION

- A. Clean plumbing fixtures and equipment.

3.07 SCHEDULES

- A. Fixture Heights: Install fixtures to heights above finished floor as indicated.
 - 1. Urinal:
 - a. Accessible: 17 inches to top of bowl rim.
 - 2. Lavatory:
 - a. Accessible: 34 inches to top of basin rim.
 - 3. Drinking Fountain:
 - a. Accessible: 36 inches to top of spout.
- B. Fixture Rough-In
 - 1. Water Closet (Tank Type):
 - a. Cold Water: 1/2 Inch.
 - b. Waste: 4 Inch.
 - c. Vent: 2 Inch.
 - 2. Urinal (Flush Valve Type):
 - a. Cold Water: 3/4 Inch.
 - b. Waste: 2 Inch.
 - c. Vent: 1-1/2 Inch.
 - 3. Lavatory:
 - a. Hot Water: 1/2 Inch.
 - b. Cold Water: 1/2 Inch.
 - c. Waste: 1-1/2 Inch.
 - d. Vent: 1-1/4 Inch.
 - 4. Sink:
 - a. Hot Water: 1/2 Inch.
 - b. Cold Water: 1/2 Inch.
 - c. Waste: 1-1/2 Inch.
 - d. Vent: 1-1/4 Inch.
 - 5. Service Sink:
 - a. Hot Water: 1/2 Inch.
 - b. Cold Water: 1/2 Inch.
 - c. Waste: 3 Inch.
 - d. Vent: 1-1/2 Inch.
 - 6. Drinking Fountain:
 - a. Cold Water: 1/2 Inch.
 - b. Waste: 1-1/4 Inch.
 - c. Vent: 1-1/4 Inch.

END OF SECTION

SECTION 31 10 00
SITE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clearing and protection of vegetation.
- B. Removal of existing debris.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading: Topsoil removal.
- B. Section 31 22 00 - Grading: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Material: As specified in Section 31 22 00 - Grading

PART 3 EXECUTION

3.01 SITE CLEARING

- A. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 VEGETATION

- A. Scope: Remove trees, shrubs, and brush, in areas to be covered by paving.
- B. Do not begin clearing until vegetation to be relocated has been removed.
- C. Do not remove or damage vegetation beyond the following limits:
 - 1. 10 feet each side of surface walkways.
- D. In areas where vegetation must be removed but no construction will occur other than previous paving, remove vegetation with minimum disturbance of the subsoil.
- E. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.
- F. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Caesar Rodney School District.

3.03 DEBRIS

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 31 22 00

GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of topsoil.
- B. Rough grading the site for sidewalks.
- C. Finish grading .

1.02 RELATED REQUIREMENTS

- A. Section 31 10 00 - Site Clearing.
- B. Section 31 23 23 - Fill: Filling and compaction.
- C. Section 32 92 19 - Seeding: Finish ground cover.

1.03 SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: See Section 31 23 23.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above- and below-grade utilities to remain.
- D. Protect site features to remain, including but not limited to existing structures, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.
- E. Protect trees to remain by providing substantial barrier around entire tree at the outer tips of its branches; no grading is to be performed inside this line.
- F. Protect plants, lawns, and other features to remain as a portion of final landscaping.

3.03 ROUGH GRADING

- A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.
- F. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

3.04 SOIL REMOVAL

- A. Stockpile excavated topsoil on site.
- B. Stockpiles: Use areas designated on site; pile depth not to exceed 8 feet; protect from erosion.

3.05 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify building and trench backfilling have been inspected.
 - 2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
- C. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- D. Lightly compact placed topsoil.

3.06 REPAIR AND RESTORATION

- A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.
- B. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.

3.07 CLEANING

- A. Remove unused stockpiled topsoil. Grade stockpile area to prevent standing water.
- B. Leave site clean and raked, ready to receive landscaping.

END OF SECTION

SECTION 31 23 23

FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Filling and compacting for concrete paving.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading: Removal and handling of soil to be re-used.
- B. Section 31 22 00 - Grading: Site grading.

1.03 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2010
- B. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2012.
- C. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2012.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Materials Sources: Submit name of imported materials source.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. General Fill: Subsoil excavated on-site.
- B. Topsoil: See Section 31 22 00.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 22 00 for additional requirements.

3.02 PREPARATION

- A. Scarify subgrade surface to a depth of 6 inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.

3.03 FILLING

- A. Fill to contours and elevations indicated using unfrozen materials.
- B. Employ a placement method that does not disturb or damage other work.
- C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- F. Correct areas that are over-excavated.

1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.

G. Compaction Density Unless Otherwise Specified or Indicated:

3.04 FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
- B. At Lawn Areas:
 1. Use general fill.
 2. Compact to 95 percent of maximum dry density.
 3. See Section 31 22 00 for topsoil placement.
- C. Under Sidewalks:
 1. Use general fill.
 2. Fill up to subgrade elevation.
 3. Compact to 95 percent of maximum dry density.

3.05 TOLERANCES

- A. Top Surface of General Filling: Plus or minus 1 inch from required elevations.
- B. Top Surface of Filling Under Paved Areas: Plus or minus 1 inch from required elevations.

3.06 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection and testing.

3.07 CLEANING

- A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aggregate base course.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading: Preparation of site for base course.
- B. Section 31 23 23 - Fill: Compacted fill under base course.
- C. Section 32 13 13 - Concrete Paving: Finish concrete surface course.

1.03 REFERENCE STANDARDS

- A. AASHTO M 147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses; American Association of State Highway and Transportation Officials; 1965 (2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Materials Sources: Submit name of imported materials source.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When aggregate materials need to be stored on site, locate where directed by Caesar Rodney School District.
- C. Aggregate Storage, General:
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Coarse Aggregate : Pit run washed stone; free of shale, clay, friable material and debris.
 - 1. Graded in accordance with ASTM C136, within the following limits:
 - a. 3/4 inch sieve: 95 to 100 percent passing.

2.02 SOURCE QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for testing and analysis of aggregate materials.
- B. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the work are as indicated.
- B. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION

- A. Under Portland Cement Concrete Paving:
 - 1. Place coarse aggregate to a total compacted thickness of 4 inches.
 - 2. Compact to 95 percent of maximum dry density.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection and testing.
- B. Proof roll compacted aggregate at surfaces that will be under slabs-on-grade.

3.06 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete sidewalks.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 20 00 - Concrete Reinforcing.
- C. Section 07 90 05 - Joint Sealers: Sealant for joints.
- D. Section 31 22 00 - Grading: Preparation of site for paving.

1.03 REFERENCE STANDARDS

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- B. ASTM A185/A185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2007.
- C. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2012.
- D. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2012a.
- E. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2013.
- F. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (nonextruding and Resilient Bituminous Types); 2004 (Reapproved 2008).
- G. ASTM D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction; 2004a (Reapproved 2008).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on joint filler, admixtures, and curing compound.

PART 2 PRODUCTS

2.01 PAVING ASSEMBLIES

- A. Concrete Sidewalks: 3,000 psi 28 day concrete, 4 inches thick.

2.02 FORM MATERIALS

- A. Wood form material, profiled to suit conditions.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).
 - 1. Thickness: 1/2 inch.

2.03 REINFORCEMENT

- A. Reinforcing Steel and Welded Wire Reinforcement: Types specified in Section 03 20 00.

2.04 CONCRETE MATERIALS

- A. Obtain cementitious materials from same source throughout.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 SUBBASE

- A. See Section 32 11 23 for construction of base course for work of this Section.

3.03 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.

3.04 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT

- A. Place reinforcement at top of slabs-on-grade.
- B. Interrupt reinforcement at contraction joints.
- C. Place dowels to achieve pavement and curb alignment as detailed.

3.06 PLACING CONCRETE

- A. Do not place concrete when base surface is wet.
- B. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- C. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.07 JOINTS

- A. Align sidewalk joints.
- B. Place 1/2 inch wide expansion joints at 20 foot intervals and to separate paving from vertical surfaces and other components.
 - 1. Form joints with joint filler extending from bottom of pavement to within 1/2 inch of finished surface.
 - 2. Secure to resist movement by wet concrete.
- C. Provide scored joints:
 - 1. At 3 feet intervals.
 - 2. Between new sidewalk and existing sidewalk.

3.08 FINISHING

- A. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.

3.09 JOINT SEALING

- A. See Section 07 90 05 for joint sealer requirements.

3.10 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation From True Position: 1/4 inch.

3.11 FIELD QUALITY CONTROL

- A. Compressive Strength Tests: ASTM C39/C39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.12 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian traffic over pavement until 75 percent design strength of concrete has been achieved.

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Seeding.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading: Preparation of subsoil and placement of topsoil in preparation for the work of this section.
- B. Section 31 23 23 - Fill: Topsoil material.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

PART 2 PRODUCTS

2.01 SEED MIXTURE

- A. Seed Mixture:
 - 1. Kentucky Blue Grass: 50 percent.
 - 2. Creeping Red Fescue Grass: 10 percent.
 - 3. Norlea Perennial Rye: 40 percent.

2.02 ACCESSORIES

- A. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.
- B. Erosion Fabric: Jute matting, open weave.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare subgrade in accordance with Section 31 22 00.
- B. Place topsoil in accordance with Section 31 22 00.

3.02 SEEDING

- A. Apply seed at a rate of 2 to 3 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

3.03 PROTECTION

- A. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Provide 12 inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- B. Secure outside edges and overlaps at 36 inch intervals with stakes.
- C. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.

3.04 MAINTENANCE

- A. Water to prevent grass and soil from drying out.
- B. Roll surface to remove minor depressions or irregularities.
- C. Immediately reseed areas that show bare spots.

END OF SECTION